

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

**Quorum : Mr. Sunil Kumar, I.P.S (Retd), M.A, LLB, Hon'ble Single Member
C No. 17 of 2022**

Vasanth Kumar. R

..... Complainant

Vs.

M/s. CASA GRANDE CIVIL Engineering Pvt Ltd.,
Rep. by its Managing Director,
ArunMn and M.Anirudh Iyer,

..... Respondent

Complainant : Rep by M/s. Chennai Law Associates, Advocates.

Respondent : Rep by M/s.Ganesh and Ganesh, Advocates.

Heard on : 02.09.2022

Delivered on : 20.02.2023

ORDER

The above complaint by the complainant seeking amenities to the respondent towards purchase of the villa, Plot / House with interest, and costs is filed under section 31 of the *Real Estate (Regulation and Development) Act, 2016* (hereinafter referred to as RERA Act).

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

(a) The complainant applied and was allotted Flat No.B206 in the respondent's project by name, "**SAVOYE**", located at Sholinganallur. The complainant paid a sum of Rs.1,00,000/- on 20.01.2021. The complainant signed the sale and the construction agreement on 11.02.2021. The total sale consideration for the project was Rs.93,93,320/-. The agreement was signed but not registered. The complainant further avers that one unsigned modification agreement dated 06.03.2021 was mailed from the respondent requiring some additional amount to be paid to the tune of Rs.29,500/- of which the

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complainant paid Rs.22,125/- on 18.03.2021. As on 18.03.2021 the complainant had paid Rs.81,56,525/-.

(b) The complainant came to know that as per the construction agreement the respondent had agreed to complete and handover 1,605 square feet super structured built up area comprising 1,009 square feet of carpet area. Further, the same as per the RERA approval documents, is only 1,503 square feet with a shortage of 102 square feet thereby requiring a total sale consideration of only Rs.89,48,320/-.

(c) The complainant avers that the respondent had collected GST for the total sale consideration applicable to 1,605 square feet which thereby implies that the complainant had to pay an extra about Rs.1,00,000/-. The complainant also questions the collection of GST at the rate of 12% and not 5% thus alleges that a charge of 7% excess GST has been charged.

(d) The respondent, claiming some outstanding stage wise payments not being made by the complainant had stopped work on the complainants flat. The complainant avers that there was no provisions of the same in the Construction agreement. The respondent had registered the project with the TNRERA on 25.01.2019 and two extensions had been granted by the TNRERA extending the handing overall date by a year. However, that the complainant avers that the execution was given without prejudice to the rights of buyer in the sale and the construction agreement.

(e) The respondent had also made various misrepresentations including in a letter from the respondent to the TNRERA dated 10.06.2021. The respondent had claimed of the construction of the entire project. However this was found to be false as subsequently in

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response to RTI on the claim of the respondent of having been issued the completion certificate it was found that this was rejected in the month of July 2021 with several short comings which the complainant has listed.

(f) The complainant also questions the claim of the respondent of claiming 95% completion by just finishing the brick work and plaster. The respondent had finally promised to deliver the Apartment in 2022 whereas in the RERA website it was shown as in the month of February 2022. The complainant avers that even by April 2022 also the flat would not be in a position to be handed over. The complainant also makes mention of exorbitant charges for carrying out modification and pleads to direct the respondent to deliver the project with the modification as agreed by the respondent along with covered two car parking and litigation cost.

3. Counter averments of the Respondent, in brief , as follows:-

(a) The learned counsel for the respondent denies the contends of the complaint and allegations made by the complainant. The respondent submits that the Flat No. B206 having carpet area of 1009 sq.ft comprising in 1605 sq.ft of super built up area towards common area in the residential project named as, "**Casagrand Savoye**", with two covered car park.

(b) The respondent avers that the sale deed and the construction agreement were entered on 11.02.2021. The project is a RERA registered project in Registration No. TN/01/Building/012/2019. With regard the non-registration of the agreements, the respondent avers that he had provided all the information to the complainant but the complainant failed to execute the agreements due to their own making.

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The required agreements were delivered to the complainants who fail to execute with.

(c) With regard to the provided reduced carpet area from 1605 sq.ft to 1503 sq.ft thereby a shortage in the super built up area is false. As regard GST, the respondent submits that the same has been done as per the Government of India order based on the notification of the new GST for the Real Estate sector as on 01.04.2019. The respondent avers that the Government had given option for the builder to follow the old tax regime i.e 12% with ITC or new tax regime i.e 5% without ITC.

(d) The respondent avers that he chose the 12% option but also submits that the same will have no impact on the gross price finally. With regard to the allegation raised by the complainant regarding the unilateral stoppage of work, the respondent avers that the same was done only due to non-payment of stage wise payment by the complainant. The respondent avers that he had intimated the complainant vide e-mail dated 26.09.2021 on the importance of making on-time payment which the complainant did not comply.

(e) With regard to delay in delivery, the respondent avers that it was only due to Covid-19 pandemic and associated difficulty like defaulted in payment that the project got slightly delayed and also blames the complainant for non-payment of timely dues. With regard to the reduced area delivered that the respondent avers that he had only demanded money that were legally entitle as per the agreement.

ORDER

(a) The complainant's contends that he was allotted 1605 sq.ft super built up area and has instead been given 1503 sq.ft super built up area, thus a shortage of 102 sq.ft. This has not been contested by the

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respondent with any evidence on the other hand, the construction agreement clearly shows that the agreement was for 1605 sq.ft super built up area thus there is a shortage of 102 sq.ft of super built up area. As regards, the contention on GST, the respondent has submitted evidence to show his choice of 12% GST and any dispute in this regard could be adjudicated by the complainant in the respective Forum.

(b) The reliefs sought by the complainant are as follows:-

(a) Direct the respondent to deliver the fully-completed Flat No. B206 with the amenities and facilities as promised by the respondent including the modification as sought for by the complainant;

(b) Direct the respondent to provide 2 covered car parking (non-tandem) in B-Block to the complainant;

(c) Direct the respondent to pay for the cost of litigation;

(i) The respondent submits that he had obtained the completion certificate dated 28.03.2022. The respondent is directed to ensure that having obtained the completion certificate about year back he shall ensure that the apartment is delivered to the complainant within 60 days from the date of issue of this order.

(ii) As regard, the allotment of 2 covered car park (non-tandem) in 'B' Block to the complainant, the allotment letter mentions 2 covered car park to be provided. However, in the absence of a clear mention where the parking will be allotted, the respondent is directed to provide 2 covered car park (non-tandem) and the respondent is directed to make efforts to ensure that the allotted car parking remains in the 'B' Block or at a point closest to the complainant's allotted apartment.

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(iii) The complainant is entitled for a sum of Rs.25,000/- as litigation cost.

With these directions, the complaint is disposed off.

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Sunil 20/11

Sd/- 20.02.2023
SUNIL KUMAR, I.P.S (Retd)
SINGLE MEMBER
TNRERA, CHENNAI