

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

**Quorum : Mr. Sunil Kumar, I.P.S (Retd), M.A, LLB, Hon'ble Single Member**

**RCP No. 10 of 2022**

B. Anuradha ..... Complainant  
Vs.  
M/s Maven Foundation Private Limited  
Represented by it CEO,  
D.R.Jayakothandaraman, ..... Respondent

**Complainants** : M/s. A. Panneer Chelvam, Advocate.

**Respondent** : Ex-parte.

**Heard on : 28.02.2023  
Delivered on : 28.02.2023**

**ORDER**

The above complaint by the complainant seeking refund of amount paid to the respondents towards purchase of an apartment 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 complainants, in brief, as follows:**

(a) The complainant got a 2 BHK flat allotted in the respondent's project consisting of eight apartments. The agreed consideration was Rs.1,00,89,000/- and an additional amount of Rs.3,00,000/- for car park and Rs.4,00,000/- for other essential and Rs.2,74,997/- for registration and making a total cost to Rs.1,10,63,997/-.

(b) The construction agreement was entered in May, 2019. The due date of delivery was stipulated to be within 12 months from the date of signing of the agreement with a grace period of 3 months, thus projecting the final delivery to be by 06.08.2021. The agreement also provided for delay in delivery and if it happens due to the respondent's fault the complainant

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was to be compensated with suitable rental value. The sale deed was executed for an amount of Rs. 14,25,000/- on 04.07.2019.

(c) The respondent informed the complainant on 21.09.2021 that the building was ready but required 2 additional installments of Rs.8,54,150/- and Rs.4,68,200/- and called it as final stage payments. Such payments was not laid down in the construction agreement, finally the respondent handed over the keys of the apartment to the complainant on 08.10.2021. The complainant further avers that the project was not registered with TNRERA even though it had eight Units in it.

(d) The complainant finally prays for refund of excess of interest to tune of Rs. 5,04,319/- and Rs. 22,694/- wrongly imposed and collected from the complainant and also prays for interest for the delayed delivery. The complainant also seeks the excess registration charges of 94,000/- collected from the complainant and seeks compensation.

4. In spite of notice, the respondent remained absent and hence treated as ex-parte.

5. In evidence to prove his claim, the complainant filed proof affidavit with documents.

6. On the basis of the rival contentions of the complainant, the following points arise for determination.

(i) Is there delay in handing over the project entitling the complainant to interest for delayed delivery?

(ii) What are the reliefs made out?

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

(a) The complainant was allotted a 2BHK flat bearing No. 1B in the respondent projected (Ex- A3). The construction agreement was executed on May, 2019 (Ex-A4) and the sale agreement was executed on 04.07.2019

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(Ex- A5). The agreed consideration for construction was Rs. 93,64,000/- and clause 3 of the construction agreement laid down the stage - wise payment. Clause 10 of the construction agreement at page 22 provided for handing over delivery of the completed unit within 12 months with an additional grace period of 3 months, thereby projecting the final delivery to be August 06.08.2020.

(b) The complainant has paid the amount required from time to time (Ex. A8 series). The final delivery was given to the complainant on 08.10.2021, thereby a delayed delivery from the 06.08.2020 to 08.10.2021 entitling the complainant to interest for the delayed delivery.

(c) The complainant complains of various defects in the workmanship of this the complainant (EX A7 series). The respondent is directed to attend to the defects in workmanship and rectify them under Section 14 (3) of the RERA Act within one month from the issue of this order.

(d) The complainant also reported that the project has 8 units and thus requires it to be registered with the TNRERA under Section 3 of the RERA which the respondent has failed to. The respondent is directed to pay a penalty of Rs. 1,00,000/- for violation of Section 3 of the RERA Act suo-moto observing violation of the Section 3 of the RERA Act. The respondent is also directed to submit the application for registration of the project with the RERA within 30 days from the issue of this order and the office of thus authority shall ensure the same.

(e) The respondent has charged Rs.5,04,319/- (Ex-A8 series at page 82 of the complainant's type set) which has no provision in the Construction Agreement and the respondent did not give any breakup of this amount as well. The respondent is therefore , directed to refund the amount of Rs

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5,04,319/- with interest along with the refund of Rs 1,07,89,000/- also with interest.

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

(a) In view of the answer for Point No.(i), the complainants are entitled for interest for delayed delivery from 06.08.2020 to 08.10.2021 on the amount of Rs.1,07,89,000/- + Rs 5,04,93,319/- paid by the complainant.

(b) As per Rule 18 of the TNRERA Rules, the rate of interest payable shall be the current highest marginal cost of lending rate of interest of State Bank of India (SBI) plus 2% per annum. Hence, the complainants are entitled for the interest at the rate of 7.30% per annum which was the marginal cost of lending rate of interest of SBI at the time of filing the complaint plus 2% per annum, i.e., 9.30% p.a for the entire amount of Rs 1,12,93,319/- refunded from the date of respective payment till repayment by the respondent.

(c) Considering the facts and circumstances of the case, a sum of Rs.25,000/- towards litigation expenses is fixed. The complainants are entitled for the reliefs as detailed above. Thus, the point is answered accordingly.

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

1. The respondent shall pay the amounts at the interest rate, as per the findings in answer for Point No.(ii), Para No.7 of this order within 30 days of issue of this order.
2. The complainants are at liberty to move the Adjudicating Officer for claiming the compensation portion of the complainants.
3. The charge of the aforesaid amount as encumbrance if any shall be on the flat booked by the complainants till repayment of the claim as per this order. The office of this Forum is

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directed to intimate the encumbrance if any created by charge in the order to the Sub-Registrar concerned.

4. On repayment of the claim as per the order, the complainants shall execute the cancellation of the construction agreement and sale deed, as the case may be, at the expense of the respondent.

5. The respondent shall submit application to the TNRERA for registration of this project within 30 days of the issue of this order.

6. The respondent shall rectify the defects as in para 7(c) above.

Sd-28.02.2023  
SUNIL KUMAR, I.P.S (Retd)  
SINGLE MEMBER

**LIST OF WITNESSES**

CW-1 --- B. Anuradha

**LIST OF DOCUMENTS FILED BY THE COMPLAINANT**

Ex.Nos	Date	Documents Name
Ex.A1	---	Brochure
Ex.A2	13.03.2019	Application form
Ex.A3	13.03.2019	Provisional allotment order
Ex.A4	07.05.2019	Construction agreement
Ex.A5	04.07.2019	Sale agreement
Ex.A6	12.03.2021	Notice
Ex.A7	---	Letters
Ex.A8	---	Receipts
Ex.A9	---	Details of EB connection
Ex.A10	---	Details of owners of apartment
Ex.A11	---	Advertisement

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**LIST OF DOCUMENTS FILED BY THE RESPONDENT**

**NIL**

Sd-28.02.2023  
SUNIL KUMAR, I.P.S (Retd)  
SINGLE MEMBER  
TNRERA, CHENNAI

**COPY TO:**

THE ADDITIONAL DIRECTOR, TNRERA

CERTIFIED TO BE TRUE COPY  
N. [Signature] 28/2/2023  
ADMINISTRATIVE OFFICER  
TN REAL ESTATE REGULATORY AUTHORITY

**BEFORE THE  
TAMIL NADU REAL ESTATE REGULATORY AUTHORITY,  
CHENNAI**  
**Quorum : Mr. Sunil Kumar, I.P.S (Retd), M.A, LLB, Hon'ble Single Member**  
**RCP No. 10 of 2022**

B. Anuradha .... **Complainants**  
**Vs.**  
M/s. Haven Foundation Private Limited ..... **Respondent**

**Complainants** : Rep. by M/s. A. Paneer Chelvam, Advocate.

**Respondent** : Ex-parte.

Correction ordered on 19/04/2023

**AMENDMENT IN THE ORDER**

An Application has been filed by Advocate M/s. A. Paneer Chelvam for complainant, to correct the order dated 28/02/2023.

The following typographical errors are ordered to be rectified in the existing portion and read as follows:-

**Amendment in RCP 10/2022**

(i) In the cause title of the order, name of the respondent is corrected as " **M/s. Haven Foundation Pvt. Ltd.** " instead of "M/s. Maven Foundation Pvt. Ltd.,"

(ii) In Para 2(b), the final delivery date is corrected as " **06/08/2020** " instead of "06/08/2021".

(iii) Correction is ordered in Para 7(1) (e) of the order as " **the respondent is directed to refund the amount of Rs.5,04,319/- with interest** ". Instead of " the respondent is directed to refund the amount of Rs.5,04,319/- with interest along with refund of Rs.1,07,89,000/- ".

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- (iv) Correction is ordered in Para (8) answer for point (ii) (a) of the order as “ the complainants are entitled for interest for delayed delivery from 06/08/2020 to 08/10/2021 on the amount of Rs.5,04,319/- paid by the complainant ”. Instead of “the complainants are entitled for interest for delayed delivery from 06/08/2020 to 08/10/2021 on the amount of Rs.1,07,89,000+Rs.5,04,93,319/- paid by the complainant.
- (v) In the result portion of the order “ Para Nos. 3 and 4 are deleted ”.

*Sd/- 19/4/23*  
Mr. SUNIL KUMAR, I.P.S (Retd)  
SINGLE MEMBER BENCH  
TNRERA, CHENNAI

