



**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.No437/2019

10th day of February, 2020

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

Tmt. Nirmala Ramesh

Complainant

Versus

M/s. Ozone Projects Private Ltd.,
Rep. by its CEO Mr.Jaiganesh
63, G.N.Chetty Road,
T.Nagar,
Chennai – 600 017

Respondent

This Complaint came up for final arguments before the Authority in the presence of M/s. R.R. Legal Firm – Mrs. Roja Ramkumar, Mrs. Sashikala Raman – Counsel for Complainant and of M/s. BFS Legal – Counsel for Respondent and upon hearing the arguments of both the parties this Authority passes the following order.

FINAL ORDER

The Complainant has stated that they had purchased an apartment A-Tower 803, 8th Floor at Metrozone near VR Mall, Anna Nagar, Chennai on 01.02.2012 and as per their Agreement with the Respondent, possession should have been handed over on 01.01.2014 itself. However, the Complainant has not got possession even after five years and nine months after this scheduled date of hand over possession.

2. The Complainant has prayed for the relief of handing over possession by the Respondent in habitable condition immediately. Also the complainant has prayed by way of an interim order for electricity, water supply and sewerage connection.

3. In the Counter Affidavit, the Respondent has submitted that the sale and construction agreement was entered into on 01.02.2012 and sale deed for the undivided share of the land was registered in favour of the Complainant on 17.08.2016. In terms of the above said construction agreement, the hand over date is October, 2013 with grace period of six months.

4. In spite of the fact that the Complainant has not paid full sale consideration and a sum of Rs.29.69 lakhs is due and payable over two and half years, the Respondent had handed over the residential unit to the Complainant as early as 07.11.2018 for commencement of fit out. The Complainant has also duly acknowledged in the handing over letter that she has received three sets of keys and vacant physical possession of the apartment for commencing fit out. Therefore, the Respondent has prayed that the Complaint may be treated as closed.

5. In the arguments, the Complainant has submitted that she has paid Rs.2,18,99,288/- as on date and the apartment was given only for fit out purpose on 07.11.2018 and not for possession. Also the Completion Certificate is not issued by CMDA till date. The balance amount has to be paid on final handing over as per the schedule.

6. The Complainant has also submitted that only after the intervention by this Authority, the electricity and water supply has been provided by the Respondent on 06.11.2019.

7. The Complainant has also moved with the Adjudicating Officer of this Authority for compensation in CCP No.300/2019.

8. In the arguments, the Respondent has reiterated their earlier submissions and added that arrangements are made for continued supply of water and electricity and the Authorities have also inspected the property on the basis of the application filed by the Respondent for Completion Certificate and NOC. The Respondent has also referred to the filing of Form-N before the Adjudicating Officer by the Complainant for compensation for the alleged delay.

9. This Authority has examined the Complaint, Counter Affidavit and the arguments of both the parties carefully.

- i. It is seen that the possession of the apartment has been handed over for fit out.
- ii. On the directions of this Authority, water supply and electricity are also being provided by the Respondent.

10. Therefore, the Respondent is directed to obtain Completion Certificate from Chennai Metropolitan Development Authority early and provide copy of the same to the Complainant and ensure that domestic

service connection is provided to the apartment from TANGEDCO and water supply and sewerage connections from Chennai Metropolitan Water Supply & Sewerage Board. An upper time limit of 31.03.2020 is fixed for this purpose by this Authority for compliance by the Respondent.

11. If there are any snag points in the apartment, the Respondent is directed to ensure that the apartment is completed in all respects as per the construction agreement.

12. This Authority has not gone into the issue of balance payment since this will be decided as part of the compensation claim for the delayed construction by the Adjudicating Officer of this Authority.


13. With these directions, this Complaint stands closed.


Sd/-...10.02.2020
MEMBER (M), TNRERA

Sd/-...10.02.2020
MEMBER (J), TNRERA

Sd/-...10.02.2020
CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

N. 
ADMINISTRATIVE OFFICER


6/9/2020