



**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.No.046/2020
22nd day of October, 2020**

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

Thiru P.Ramachandran ... Complainant
Shanthi Niketan
1B Radhakrishnan Street,
T.Nagar, Chennai – 600 017

Versus

The Managing Director, ... Respondent
M/s.Casa Grand Builder Private Limited
New No.111, Old No.59, N.P.L. Devi,
Lattice Bridge Road,
Thiruvanmiyur, Chennai – 600 041.

This Complaint came up for final hearing before the Authority in the presence of the Complainant having appeared as party in person and of M/s. S. Sudhanraj, Mrs. S.Saradha – Counsel for Respondent and upon hearing the arguments of both the parties, this Authority pass the following order:

FINAL ORDER

The Complainant had purchased a villa from the Respondent in the Real Estate project "Bloom" at Thirumudivakkam.

2. The Complainant has stated that the Respondent had promised for delivery in August, 2019. The Complainant had made the booking on 16.04.2018 and completed all payments to the extent of 94% before August, 2019.

3. The Complainant had also submitted that the villa as promised in the brochure with the facilities promised in it has not been completed as on the date of the Complaint i.e. 03.02.2020. He has further stated that he has completed the balance payment of 6% on 28.11.2019. The Complainant has sought the following reliefs:

- i. To direct the Respondent to immediately hand over the Villa-71 to the Complainant.*
- ii. To direct the Respondent to return the excess amount with interest and also the service tax paid on this account.*
- iii. To direct the Respondent to regularize the excess construction of $2638-2450=188$ sq.ft. and also return the excess charged payment for an area $2723-2638=85$ sq.ft. – 85 sq.ft. \times Rs.3100/- = Rs.2,63,500/- with interest and also the service charges collected on this amount at rates prevailing at the time of collection with interest from the date of my payment.*

- iv. To direct the Respondent to issue details of UDS and also issue a letter giving details of UDS that would commensurate with the area purchased by the Complainant and that would be made available and registered in the name of the Complaint.*
- v. To restrain the Respondent from carrying out the marketing with immediate effect.*
- vi. To direct the Respondent to provide full details of the STP and also the copies of Consent to Establish and operate the STP as given by the Tamil Nadu Pollution Control Board.*
- vii. To direct the Respondent to produce the relevant document to show the environmental clearance or the document that would prove non requirement of the environmental clearance.*
- viii. To restrain the Respondent from demanding NOC and also hand over possession of the Villa 71 immediately.*

4. In the Counter Affidavit, the Respondent has stated that the Complainant herein has booked the villa being developed in plot No.71 during the month of April, 2018. This plot had Building Plan approval dated 07.06.2017 from Kundrathur Panchayat Union for construction of villa. This plot No.71 measures 2740 sq.ft. as per the CMDA approved Layout bearing PPD/LO No.3/2017 and was conveyed in favour of the Complainant herein vide registered sale deed dated 04.04.2019.

5. Further, the Complainant has engaged the Respondent to construct the villa No.71 having built up area of 2638 sq.ft. in accordance with the registered Construction Agreement dated 04.04.2019.

6. The Respondent has further submitted that the Complainant has made some delayed payments and still the Complainant owes to pay the delayed charges amounting to Rs.3,37,974 as on February, 2020. Also the Respondent submitted that he had sent an e-mail during October, 2019 intimating the Complainant the readiness of the villa and that the Respondent had provided temporary EB and water facilities to all the units in anticipation of obtaining permanent EB service connection.

7. Regarding excess payment and inflating the built up area, the Respondent had denied these allegations and clarified that there is a discrepancy in the drawing plan and measurements given in the area statement which can be rectified with the Local Body. However, the Respondent has charged only for the constructed area which is sold to the Complainant.

8. The Respondent has also stated that the STP capacity provided shall serve 168 villas considering the total number of dwelling units and occupants.

9. The Common amenities are applicable for the entire development and the Respondent has given 8% discount to the Complainant in total charges of the villa which is clearly stated in the booking form. Finally the Respondent has stated that they are ready to give waiver of a sum of Rs.40,000/- for the delayed payments.

10. In the Rejoinder, the Complainant has submitted that the Respondent while conveying and registering the land area of 2740 sq.ft. has charged for an area measuring 2871 sq.ft. at the rate of Rs.2700/- sq.ft. thereby overcharging to the extent of 131 sq.ft. amounting to Rs.3,53,700/- This has clearly been pointed out in the original complaint also. Also in the construction of the building while constructing an area of 2638 sq.ft., the Respondent has wrongfully charged for an area of 2723 sq.ft. at Rs.3100/- per sq.ft. thereby taking an excess payment of Rs.2,63,500/-

11. Further, the Respondent has obtained the building approval from Kundrathur Panchayat Union only for an extent of 2450 sq.ft. thereby making an area of 188 sq.ft. unauthorized.

12. In the Additional Counter Affidavit, the Respondent has stated that the Respondent has communicated about the excess 85 sq.ft. super built up area and 131 sq.ft. of undivided share of land and it shall convey the same in favour of Casa Grand Bloom Association of Allottees which will be formed by the Complainant and other Allottees.

13. The Respondent has also stated that the customer is charged only for the area mentioned in the Construction Agreement. The slab area which is built over the car park area is not calculated in the plan approval and the same is not illegal as alleged by the Complainant. In the Construction Agreement 2638 sq.ft. of built up area has been clearly stated in the Schedule.

14. To this Additional Counter Affidavit, the Complainant has filed an Affidavit stating that the Respondent has never brought in the cases of any

delayed payment. He has also furnished photographs stating that the villa is still incomplete.

15. In the final detailed reply / written submission of arguments, the Complainant has reiterated his earlier submissions and has enclosed photographs of incomplete works regarding missing protective grill in the outside toilet, waste water and sewerage ducts still under construction and paving for the side walk way as on 06.08.2020.

16. In the written arguments, the Respondent has reiterated his earlier submissions.

17. The Authority has examined the Complaint, Counter Affidavit filed by the Respondent, the Rejoinder filed by the Complainant, the Additional Counter Affidavit filed by the Respondent, the Reply to the Additional Counter filed by the Complainant and the written submission of arguments by both sides carefully.

18. As per the construction agreement, the promised date of delivery is August, 2019, whereas the Respondents have admitted in their Counter Affidavit that they themselves have intimated their readiness to give possession of the villa in October, 2019. Also the Respondents have admitted that they have provided temporary electricity and water connection to all the Villas in anticipation of obtaining permanent electricity service connection.

- Therefore, the Authority holds that there has been delay in completing and handing over the villa with all common amenities as promised in the Construction Agreement. It is the responsibility of the Respondent to obtain permanent electricity domestic

service connection for the villa and handing over the villa completed in all respects along with all the common amenities as promised in the Construction Agreement.

- The Respondent shall do so before 31.10.2020. If there is delay in getting electricity domestic service connection from TANGEDCO, the Respondent shall provide electricity to the Allottee Complainant at the cost of the Respondent till permanent electricity domestic service connection from TANGEDCO is obtained and provided to the Complainant.

19. The Complainant has complained that he has been charged in excess in terms of land as well as the built up area. For this, the complainant relies upon the details of payments furnished by him as Exhibit-2 (page No.53 to 55 of the enclosures attached with the Complaint). Further, it is seen that the extent of the plot conveyed to him as plot No.71 measuring about 2740 sq.ft. as per the registered deed of absolute sale dated 04.04.2019.

20. Similarly as per the Construction Agreement, the built up area of the residential unit is 2638 sq.ft. only.

21. The Respondent has stated that the excess of land cost for 131 sq.ft. relates to undivided share of common areas and amenities and similarly the excess built up area is by way of common amenities and their cost of construction.

22. The Respondent has also stated that they will convey the undivided share of land towards common areas and common amenities as

well as the built up common amenities in favour of the Association of Allottees which will be formed by the Allottees.

- The Respondent is directed to convey the undivided share of all common areas and common amenities as well as the built up common amenities to the Association of Allottees and hand them over for maintenance before 31.01.2021.
- Also, the Authority directs that the Respondent shall collect sale consideration towards construction cost of villa and amenities strictly as per the Construction Agreement.

23. Regarding the prayer of the Complainant to regularize the excess construction of built up area in the villa vis-a-vis the Building Plan approved by the concerned Panchayat Union, the Respondent themselves have admitted that there is some discrepancy which can be rectified with the Local Body and that they have charged only for the constructed area which is sold to the Complainant.

- If so, the Respondent is directed to obtain necessary regularisation in respect of built up area of this villa from the concerned Panchayat Union before 31.12.2020.

24. Regarding the adequacy of Sewage Treatment Plant capacity, the Respondent has stated that the STP capacity provided shall serve 168 villas considering the total number of dwelling units and occupants.

- Therefore, the Authority holds that it is for the Complainant to approach the competent Authorities namely the concerned

Local Body or the Tamil Nadu Pollution Control Board, as the case may be, for further relief, if any.

25. The Respondent has alleged that the Complainant owes to pay delayed charges amounting to Rs.3,37,974/- as on February, 2020 and they are ready to give a waiver of Rs.40,000/- for the delayed payments.

- It is clear that there has been delay in completing the villa and all the common amenities. Therefore, the Complainant is at liberty to make his claim regarding interest for delayed construction and compensation, etc. before the Adjudicating officer, TNRERA and the Respondent can also make his submission before the Adjudicating Officer, TNRERA regarding delayed payment charges, if any, so that the Adjudicating Officer can pass appropriate orders.

26. With these directions, this Complaint is disposed of.

Sd/-...22.10.2020
MEMBER (M),TNRERA

Sd/-...22.10.2020
MEMBER(J),TNRERA

Sd/-...22.10.2020
CHAIRPERSON,TNRERA

/TRUE COPY/FORWARDED/BY ORDER


ADMINISTRATIVE OFFICER