



**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.74 of 2020

17th day of February, 2021

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

Mrs. M.Prathima ... Complainant

Versus

M/s.Alliance Business Park Pvt. Ltd. ... Respondent
Represented by its Director
Mr. Sai Manoj Namburu

This Complaint came up for final hearing before the Authority in the presence of R.Chitra – Counsel for the Complainant and of M/s. AAV Partners – Counsel for the Respondent and upon hearing the arguments of both the parties, this Authority passes the following order:

FINAL ORDER

The Complainant has stated that she had booked a flat in Claudious A-105, First Floor in Alliance Galleria Project in Pallavaram during October, 2017 and the original date of handing over was October, 2018.

2. The Complainant has also stated that at the time of booking, this project consisted of only 10 floors and subsequently the Respondent Promoter applied for revised plan to have 14 floors. The revised Planning Permit was obtained by the Respondent in June, 2019. The Complainant has paid so far Rs.96,55,634/- The Construction Agreement was registered on 24.01.2019. There was no progress in the Construction for more than a year due to delay in getting approvals for additional floors. The Construction work was resumed during June, 2019.

3. The Complainant has also stated that the Respondent raised a demand of Rs.26,90,634/- and agreed to register the undivided share in favour of the Complainant on payment of this sum which was also paid by the Complainant on 29.07.2019. The Complainant has sought the following reliefs.

- a) Not insist upon delay payment charges on the flat as originally agreed between the parties at the time of booking subsequently confirmed by e-mail dated 03.06.2019.
- b) Since there was no progress in construction for about a year the Complainant shall not be compelled to pay any delay payment charges.

- c) To order for penalty under the provisions of RERA Act as per Section 61 of the Act for collecting more than 90% of the cost of flat and willful refusal to register undivided share of land in favour of Complainant.

4. In the Counter Affidavit the Respondent has stated that the Complainant has failed to make payments in time and failed to make payments towards other premium charges including GST at 18% amounting to Rs.11,57,796/- Hence the registration process was not done. Even in the statement of accounts filed by the Complainant, the balance receivable as per initial booking is given as Rs.12.04.364/- Also the construction agreement clearly states that the date of completion and handing over possession of the flat is on or before July, 2020.

5. The Respondent has also submitted that the interim orders of this Authority dated 23.03.2020 has been complied with.

6. In the Rejoinder, the Complainant has stated that the contention of the Respondent regarding the delayed payment is an afterthought, the Respondent himself has admitted by e-mail dated 21.06.2019 that after receiving 90% payment from the Complainant's end as per payment schedule, the UDS would be registered.

7. The Complainant has prayed that the Respondent should not insist upon the delay payment charges on the fiat as originally agreed between the parties at the time of booking subsequently confirmed by e-mail. Since there was no progress in construction for about a year, the Complainant has also prayed that this Authority may impose penalty under Section 61 of

the Act for collection more than 90% of the cost of flat and willful refusal to register the undivided share of land in favour the Complainant.

8. The Complainant has filed an interim application praying that this Authority may be pleased to direct the Respondent to hand over the original sale deed registered as Document No.2604 of 2020 dated 24.03.2020 in the Office of the Sub Registrar, Pallavaram to the Complainant.

9. In the written arguments, the Complainant has stated that bath room fittings are not installed. The Application for obtaining Completion Certificate has not been submitted. Application for EB connection has not been submitted till date. The Sewerage Treatment Plant, fire extinguisher, piped gas connection have not been completed till date.

10. In the written arguments filed by the Respondent, the Counsel for the Respondent has argued that Section 13 of the Real Estate Regulatory Act, 2016 mandates for the Agreement for sale to be registered and not the sale deed and the Complainant has wrongly interpreted the provision of law, therefore, there was no contravention of the provisions of the Act by the Respondent and thus no penalty is attracted under Section 61 of the Act.

11. The Respondent has furnished summary payments of the Complainant as Annexure (Exhibit B1). The Respondent has also submitted that there was a temporary break in the completion of the building at which point no payment was levied on the Complainant. The Respondent has also submitted that the corner premium charges are

internal pricing structure and the same is not in violation or contravention of any provisions of the Act. The Respondent has also submitted that the GST on the project is 12% with ITC and not 18% as averred by the Complainant. The Complainant also owes Rs.15,45,391/- to the Respondent.

12. This Authority has examined the Complaint, the Counter Affidavit of the Respondent, the Rejoinder filed by the Complainant, the Interim application filed by the Complainant and the written arguments submitted by both sides carefully.

13. As per the construction agreement dated 24.01.2019, the apartment shall be completed by July 2020. Based on the advisory issued by the Government of India, this Authority has notified Covid 19 Pandemic as a 'Force Majeure' for a period of 6 months. Therefore, the completion date for this project is 31.01.2021.

14. The Respondent Promoter should have completed this apartment in all respects as per the construction agreement before 31.01.2021.

15. Therefore, this Authority directs the Respondent Promoter to hand over the apartment completed in all respects to the Complainant Allottee before 28.02.2021 after collecting the balance sale consideration strictly as per the Construction Agreement.

16. On receipt of the balance sale consideration, the Respondent Promoter shall also hand over the original sale deed registered on 24.03.2020 to the Complainant Allottee.

17. The Respondent Promoter shall also ensure that domestic electricity service connection is obtained from TANGEDCO for this apartment before 28.02.2021, failing which the Respondent Promoter shall provide electricity to this apartment at its cost till permanent domestic electricity service connection is obtained for this apartment.

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

Sd/-...17.02.2021 Sd/-...17.02.2021 Sd/-...17.02.2021
MEMBER (M), TNRERA MEMBER (J), TNRERA CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

N. 
ADMINISTRATIVE OFFICER


17-2-21