



**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.234 of 2021**

**27<sup>th</sup> day of April, 2022**

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

Thiru V.Chandrasekhar  
No.156, Door No.6, Town Panchayat Office Road,  
Chennai – 96.

.... Complainant

Versus

1. M/s.KLF Foundations Private Limited        ]  
   Rep. by its Managing Director            ]  
   Thiru K.M.Srinivasan, Mogappair, Chennai-37.    ]
2. Thiru K.M.Srinivasan                        ]  
   No.1010B, 7<sup>th</sup> Street, Eri Scheme           ]  
   Mogappair, Chennai-37.                    ]

... Respondents

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This Complaint came up for final hearing before this Authority in the presence of M/s. Ganesh V. Aranala, G.Prabaharan. M.Abinu Monisha and S.Vaiduriya – Counsel for Complainant and the Respondents-1 and 2 called absent and upon hearing the arguments of the Complainant, this Authority passes the following order:

## **FINAL ORDER**

The Complainant Thiru V.Chandrasekhar has submitted in the Complaint that he made a booking for a 2 BHK apartment bearing No.FF5 with a Super built up area of 975 sq.ft. and 409.5 sq.ft. undivided share of land along with one covered car park in the residential project "SAI VIKAS" promoted by the Respondent. The Complainant has also stated that he made a payment of Rs.6,14,250/- towards the consideration for the undivided share of land and the UDS was registered in the name of the Complainant on 03.02.2016 vide a sale deed dated 03.02.2016 duly registered as document No.1051 of 2016 in the books of SRO, Guduvanchery. The Construction Agreement for the construction of the flat was also entered into between the Complainant and the Respondent on 19.11.2015 and registered as document No.1050 of 2016 in the books of SRO, Guduvanchery. The Complainant has made payments totaling to a sum of Rs.31,37,250/-

2. The Complainant has further submitted that the cost of the apartment inclusive of the undivided share of land in the project was Rs.36,77,500/- excluding the applicable stamp duty, taxes, other fees, registration charges and documentation charges etc., The amount was to be paid according to the schedule of payment agreed by the parties. The Complainant made further payments on various dates much ahead of the schedule of payment.

3. The Complainant has also submitted that the construction of the apartment did not progress as per the schedule agreed by the Respondent and the construction works were stopped without any specific reason for

such stoppage and concealing the fact from the Complainant but continued collecting the payments. The Complainant has also stated that the Respondent has agreed to complete the construction of the flat on or before 24 months from the date of obtaining the sanctioned plan from the appropriate authorities, but has miserably failed to complete the construction. The Respondent sent an email on 03.07.2018 promising to complete the construction and handover the flat on or before 12.08.2018. But in spite of the promise given by the Respondent the construction has not progressed beyond the structural level.

4. The Complainant has further submitted that the project commenced by the Respondent consists of 20 dwelling units and the area developed is more than 500 sq.mtrs and falls within the jurisdiction of this Authority.

5. The Complainant has sought the following reliefs in the Complaint.

- i. Direct the Respondent to hand over possession of the apartment complete in all respects within a time frame fixed by this Authority.
- ii. Direct the Respondent to pay compensation towards delay caused in commencing and handing over possession of the apartment to the Complainant.
- iii. In the alternative and abundant caution, the Complainant prays for the refund of a sum of Rs.31,37,250/- paid towards the cost of the apartment along with interest reckoned at the rate of 24% p.a.

iv. Direct the Respondent to register the project in accordance with the provisions of Real Estate (Regulation and Development) Act, 2016.

6. In the written submission of arguments, the Complainant has reiterated his submissions made in the Complaint.

7. The 1<sup>st</sup> and the 2<sup>nd</sup> Respondents have not appeared in any of the hearings conducted through video conferencing by this Authority in spite of news paper publication for his appearance during the hearing and for filing Counter Affidavit. Also both the Respondents have not filed any written submissions pertaining to this Complaint.

8. This Authority has examined the Complaint and the written submissions of arguments filed by the Complainant, carefully.

9. The Respondents who are the Promoters for this real estate project have not appeared in any of the hearings conducted by this Authority in spite of news paper publication for their appearance during the hearing.

10. The Respondents have not filed any Counter Affidavit. Therefore, this Authority proceeds to pass orders ex-parte.

11. It is seen that the Complainant is an Allottee for the Flat No.FF-5 in the residential real estate project "Sai Vikas" promoted by the Respondent.

12. The Complainant Allottee has paid a sum of Rs.31,37,250/- against the total sale consideration of Rs.36,77,500/-

13. According to the Complainant, the Complainant has made various payments as per the schedule of payments. Yet the apartment booked by

the Complainant has not been completed in all respects and handed over to the Complainant Allottee.

14. Therefore, this Authority directs the Respondent Promoter to complete the apartment booked by the Complainant Allottee completed in all respects before 31.08.2022 and handover the apartment to the Complainant Allottee before 30.09.2022 on receipt of the balance sale consideration strictly as per the Construction Agreement.

15. As this real estate project is developed on a Plot extent of 660.10 sq.m. which is more than 500 sq.m. and also 20 dwelling units have been proposed to be developed in this real estate project and have not been completed so far, this Authority holds that this real estate project is an ongoing project as on 01.05.2017 the date of commencement of Section-3 of the Act and accordingly directs the Respondent Promoter to register this real estate project with this Authority immediately without further loss of time before 31.07.2022.

16. With the above findings and directions, this Complaint is disposed of.

Sd/-...27.04.2022

MEMBER (M), TNREA

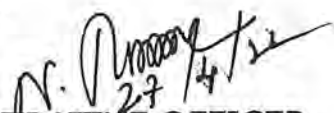
Sd/-...27.04.2022

MEMBER (J), TNRERA

Sd/-...27.04.2022

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

  
27/4/22  
ADMINISTRATIVE OFFICER

MR  
27.4.2022