



**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.253/2021**

**12<sup>th</sup> day of August, 2022**

**Coram : Thiru K. Gnanadesikan, I.A.S. (Retired), Chairperson  
Adv. V. Jeyakumar, Member  
Thiru Sunil Kumar, I.P.S. (Retired), Member**

Tvl. T. Saravana Kumar and Santhiya ... Complainant

Versus

M/s. Manju Groups ... Respondent

This Complaint came up for final hearing before this Authority in the presence of M/s. Rahul J. Krishnan – Counsel for the Complainant and of M/s. Sarvabhauman Associates – Counsel for the Respondent and upon hearing the arguments of both the parties this Authority passes the following orders:

**FINAL ORDER**

The Complainants have submitted in the Complaint that they had met with the Respondent Promoter in their Office and the Respondent Promoter had informed the Complainants that they would have to purchase the plot towards which the Respondent Promoter would enter into a Construction Agreement with the Complainants. Also the Complainants have stated that

the Respondent Promoter promised to deliver the said house situated in S.No.505/2B2 at Varadharajapuram Village, Sriperumbudur Taluk, Kancheepuram District within a period of 6 months from the date of registration of property/Sale Deed in favour of the Complainants.

2. The Complainants have further submitted that the total consideration of the property is Rs.37,88,495/- out of which the Complainants have paid to the Respondent a sum of Rs.29,43,020/- and the remainder amount is Rs.8,45,478/- The Complainants have further submitted that the Respondent Promoter had assured that the vacant possession of the house would be handed over to the Complainant on or before April, 2018, whereas the Respondent Promoter has failed to complete the project and there has been an inordinate delay of three and half years.

3. The Complainants have sought the following reliefs in the Complaint.

- a) Direction to the Respondent to complete the construction of the said house and deliver the vacant possession of the house within a period of 3 months from the date of passing of order by this Authority;
- b) Direction to penalize the Respondent for non-compliance of the provisions as stipulated under the RERA Act, 2016;
- c) Direction to the Respondent to acquire a completion certificate and handover a copy of the same to the Complainant;

- d) Direction to the Respondent Promoter to hand over the house to the Complainant free from any charge, encumbrance or lien;
- e) Direction to the Respondent to provide the Complainant with a stage wise progress report of the construction as stipulated under the Section 11(3)(a) and Section 11(3)(b) of the RERA Act, 2016; and
- f) Pass such further or other orders that this Authority may deem fit and proper and thus render justice.

4. In the Reply Statement the Respondent has submitted that after negotiation the Complainant had entered into promoter agreement and construction agreement dated 21.08.2017 with the Respondent herein by which the Complainant had agreed to pay a sum of Rs.37,88,498/- being the inclusive cost of Land, land development, charges for legal documentation, approval, amenities, infrastructures, stamp duty and registration charges.

5. The Respondent has further stated that Clause 3 of the promoter agreement dated 21.08.2017 stipulates the manner and stage in which the amount has to be remitted by the Complainant to the Respondent. As per Clause 4 of the said agreement the Respondent had agreed to arrange for registration of the land subject matter of the complaint within a period of 1 month subject to Complainant remitting a sum of Rs.22,73,098/- that is the 60% of the project cost. The Complainant further agreed to pay the balance sum of Rs.15,15,399/- to the Respondent as per the stages of the construction. The Respondent has also submitted that the Complainant had also entered into a construction agreement dated 21.08.2017 with the

Respondent wherein the Complainant had agreed to remit a sum of Rs.28,76,814 towards the construction cost alone as per the Schedule "E" mentioned therein.

6. The Respondent has also submitted that the Complainant had paid a total sum of Rs.29,43,020/- on various dates and out of which Rs.11,45,504/- was towards purchase of Plot and registration charges and the remaining Rs.17,97,516/- was towards construction cost. The Respondent submits that it was further agreed between the parties that the Complainant Allottee would remit the remaining sum of Rs.8,45,478/- as per the payment schedule mentioned in the construction and promoter agreements. Though the Respondent had put up substantial construction in the property, the Complainant had failed to remit the entire amount as agreed upon and therefore the Respondent could not complete the construction and therefore the Respondent had suffered heavy loss due to the irregular payment made by the Complainant. Further the Respondent has submitted that it is ready and willing to complete the project as agreed upon, provided the Complainant remits the entire balance amount along with loss incurred by the Respondent and its interest.

7. In the written submission of arguments, the Complainants have submitted that the Respondent Promoter had failed to give a stage-wise completion report of the villa to the Complainants and that the date of handing over of possession of the said Villa as envisioned in Clause 5 of the Construction Agreement (at page 4 of the Construction Agreement) clearly illustrates that the possession is to be handed over within a period of 12 months (August 2018) and the date of handing over possession would be 01.08.2018. The Complainants have further submitted that a

remainder of Rs.8,45,478/- is to be paid to the Respondent Promoter. The Complainants have further submitted that after the payment of Rs.50,020/- which was made on 26.10.2018; the Respondent Promoter had assured the Complainants that despite there being a delay of 2 months at the said period it would handover possession of the completed Villa by December, 2018 at the latest.

8. The Complainants have also stated that they are residents of the United Kingdom and had visited Chennai, Tamil Nadu in 2021 wherein they had visited the construction site of the Villa and were shocked and surprised to find out that the Respondent Promoter had completely abandoned the project. The Complainants have further submitted that the picture of the Villa (page No.40 of the Complainant's index to typed set of papers) shows that the Respondent Promoter has completely abandoned the project for a long period of time to an extent where "creepers" have grown on the building premises/villa which was allotted to them.

9. The Complainants have also stated that as admitted by the Respondent promoter, the basement work is only completed as of 16.02.2018 and the block work and roof slab was only completed on 12.03.2020 which clearly establishes that the Respondent Promoter has acted in contravention to the Construction Agreement and has abandoned the project and that there can be no liability as against the Complainants with respect to the payments of the amounts due to the Respondent Promoter.

10. The Complainants have further submitted that they have been left in the dark and is clueless with the progress of the construction and the Respondent Promoter has refused to communicate with the

Complainants and the Complainants are more than happy to pay the remainder consideration of Rs.8,45,478/- provided that the Respondent Promoter sends the Complainant the stage-wise completion report of the Villa vide pictures and raises a demand notice in accordance with the Construction Agreement.

11. In the written submission of arguments, the Respondent has submitted that though they had put up substantial construction including ground and 1<sup>st</sup> Floor, the Complainant had failed to make payment as agreed in the payment schedule in Construction and promoter agreement and thereby breached the terms of the contract. As per the construction stage, now the Respondent has completed, the Complainant ought to have paid a sum of Rs.34,09,648/- prior to 2020 itself, whereas the Complainant had paid only a sum of Rs.29,43,020/- and thereby breached the contract. Further even as per demand notice dated 12.03.2020, the Respondent had requested for a sum of Rs.7,57,699/- whereas the Complainant had paid only a sum of Rs.1,00,000/- and that too on 10.09.2020 after a period of more than 6 months from the date of issuance of notice and thereby clearly breached the contract.

12. This Authority has examined the Complaint, the Reply Statement of the Respondent, the arguments and the written arguments by both sides carefully.

13. The Authority notes that the Respondent Promoter has submitted that it has completed the construction of the house and is willing to hand over the completed house to the Complainant Allottee on receipt of balance sale consideration.

14. The Complainant has stated that there has been a delay in completing the construction of this house and are willing to pay the balance sale consideration as per the Construction Agreement.

15. As much as the Respondent Promoter has completed the construction of the house, this Authority directs the Respondent Promoter to handover the house completed in all respects as per the Construction Agreement to the Complainant Allottee before 31.08.2022 on receipt of the balance sale consideration strictly as per the Construction Agreement.

16. As there has been a delay in construction and completion of house by more than 2 years, the Respondent Promoter shall not charge interest on delayed payments by the Complainant allottee, if any, at the time of handing over of the house to the Complainant Allottee. However, the Respondent Promoter is at liberty to file its claim for interest on delayed payments before the Hon'ble Single Member Bench of this Authority with documentary evidence.

17. The Complainant Allottees are also at liberty to file their claim for interest on delayed construction before the Hon'ble Single Member Bench of this Authority.

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


Sd/-...12.08.2022  
MEMBER (J), TNRERA

Sd/-...12.08.2022  
MEMBER (S), TNRERA

Sd/-...12.08.2022  
CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

  
ADMINISTRATIVE OFFICER

  
12-8-22.