



**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.124/2022**

**20<sup>th</sup> day of July, 2023**

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

1. Thiru R. Pradeepkumar,  
Represented by his father and power of Attorney  
Thiru R.Radhakrishnan
  2. Tmt.S.Porselvi  
Represented by her husband and Power of Attorney  
Mr.K.S.Haribabu
- .....Complainants

Versus

1. M/s. Sylvanus Builders & Developers Limited,  
Rep. by its Director Mr.Sanjil Ramesh Chandani
  2. M/s.Pacifica (Chennai Project) Infrastructure Co. Pvt.  
Ltd. Represented by its Managing Director  
Mr.Rocky Israni
- .....Respondents

The above Complaint came up for final hearing before this Authority in the presence of M/s. T.Raghavan & T.R.Sudarsanan – Counsel for Complainants and of M/s. K.Venkatasubban & K.S.Srinivasan - Counsel for Respondents.

This Authority passes the following order:

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## **FINAL ORDER**

The Complainants have submitted in the Complaint that they booked their respective villas in the residential villa project "Pacifica Aurum Villas" developed by the Respondents in S.Nos.193/12A1 and 193/12C as per Patta No.2861, situated at No.41 Pudupakkam Village, Thiruporur Taluk, Kancheepuram District, within the Sub-Registration District of Thiruporur and Registration District of Chengalpattu.

2. The Complainants have further submitted that the Respondents represented to the Complainants and other similar home buyers that various state of art/world class amenities as shown in their colorful brochures and pamphlets would be provided along with the villa and the Respondents promised that the same would be provided in a timely manner.

3. It is also submitted by the Complainants that even after 8 years of launching the above project, till now all the state of art amenities like sparkling clubhouse complex encompassing fitness and recreational features in an area of 8 acres with Mini-Theatre, Swimming Pool, SPA Salon, Bowling, Billiards, Library, Table Tennis, Restaurant, Fitness Centre, Discotheque, Guest Rooms, Multi Purpose Hall, Boardroom, Business Centre, Ball Room, Yoga Room, Gymnasium, amphitheatre, badminton courts, squash courts etc, have not been provided/constructed yet.

4. The Complainants have also submitted that the first villa in the above project i.e., Villa No.243 was handed over to the home buyer way back in June, 2017 and nearly 600 flats in "Happiness Towers" an

apartment complex in the above Pacifica Aurum Project/Township have been sold and handed over in 2017 itself and so far 350 villas out of 373 Villas have been sold in the above project to the home buyers as on date.

5. Further, the Complainants have stated that the owners of all the 950 dwelling units in this Pacifica Township / Project i.e. the 600 flats and 350 villas have paid an amount of Rs.1.50 Lakhs each as Club Membership fees totaling to Rs.14.25 crores to the Respondents for the non existing club house despite which, the Respondents have not preferred to provide the state of art amenities promised above till now even after almost 5 years of hand over of 950 dwelling units i.e., the 600 flats and 350 villas.

6. The Complainants have prayed for the following relief(s):

- a) To direct the Respondents to provide all the state of art/world class amenities viz. club house, swimming pool, Restaurant and various other amenities as promised in the brochures/prospectus/marketing advertisements to the complainants in a time bound manner;
- b) To attach the parcel of 8 acres of land originally identified and earmarked for club house, swimming pool, restaurant and various other amenities until the time the Respondents build, complete and hand over the amenities as promised in the sales brochure;

- c) To revoke the registration of Phase-2 of the project in Pacifica Aurum Villas and put a hold on further sale of Phase-2 villas in Pacifica Aurum villas being marketed by the Respondents;
- d) To direct the Respondents to register the Phase 1 of this project under RERA Act as per the order of the TNREAT in Appeal No.7 of 2019;
- e) To direct the Respondents to pay a penalty for non compliance of the provisions of RERA Act and also for non compliance with order of this Hon'ble Forum and Hon'ble Appellate Tribunal;
- f) To direct the Respondents to pay a sum of Rs.35,000/- towards the legal expenses in filing this complaint and
- g) Pass any such other orders as this Hon'ble Forum deems fit and thus render justice.

7. In the Counter Statement, the Respondents have submitted that the registration process for the Phase 1 of the project is on progress and the Respondent is bound by the order of the Hon'ble Tamil Nadu Real Estate Appellate Tribunal and that the Phase 2 of the project is registered.

8. The Respondents have also submitted that the Respondents have promised in the construction agreement and the brochure/pamphlets, to provide the said amenities, but in the said construction agreement in the definition clause it is stated that it will be provided at the time of its creation or afterwards and there is no specific time frame fixed by the Respondents to provide to the home buyers. It is also submitted by the Respondents that from the beginning, the Respondents were always ready to construct the said state of art amenities as promised and the said



amenities will also be provided to the Complainants in a timely manner, and will be developed in several phases as agreed upon by the Complainants in their construction agreement. It is also submitted by the Respondents that the promised state of art amenities will be provided to the homebuyers after the completion of construction of all the phases of the project.

9. This Authority has examined the Complaint, the Counter Affidavit filed by the Respondent Promoter, the arguments and the written submission of arguments of both the parties carefully.

10. The main prayer of the Complainants is to direct the Respondent Promoter to provide the club house and the associated facilities.

11. The Respondent Promoter has stated that no specific time frame has been fixed by the Respondents to provide the club house and other amenities which will be provided to the Complainants in a timely manner, and will be developed in several phases as agreed upon by the Complainant Allottees in their construction agreements. Finally, the Respondent Promoter has submitted that the promised state of art amenities will be provided to the homebuyers after the completion of construction of all the phases of the project.

12. The Complainants have argued that the Respondent Promoter has collected the entire cost of construction of these amenities from all the purchasers of the 350 villas and 600 apartments sold so far.

13. In the written submission of arguments, the Respondent Promoters have submitted that they intend to start the development of Phase-3 and they will construct the club house and other amenities along

with Phase-3 project and will complete within the time frame of 3 years. The Respondents have also submitted that the approval of the Club House construction has expired and they are taking expeditious action to complete the Club House and various other amenities.

14. The Authority notes that the Respondent Promoters have executed the sale deed in favour of the Complainants in the year 2018 and the construction agreement in 2015-2018.

15. Therefore, nearly 5 years have passed from the date of execution of sale deed and the construction agreement dated 25.05.2018 in favour of the 2<sup>nd</sup> Complainant. Therefore, this Authority observes that there has been inordinate delay in completion of the club house for which Rs.1.50 lakhs has been charged as club membership charges.

16. This Authority also notes that the Respondent Promoter has promised the club house and the associate amenities in the brochure (page No.132 – 144 of the typed set of papers filed by the Complainants).

17. Therefore, this Authority does not accept the contention of the Respondent Promoter that they will provide the club house within 3 years along with construction of Phase-3.

18. This Authority also notes the submissions of the Complainants that the first villa No.243 in this project was handed over to the Allottee way back in 2017 and the owners of all the 950 dwelling units have paid Rs.1.50 lakhs each as Club Membership fee totaling to Rs.14.25 crores to the Respondent Promoter.

19. Therefore, this Authority directs the Respondent Promoter to obtain renewal of planning permission, if any, for the club house before 30.10.2023 and complete the construction of the Club House before 30.04.2025 without fail.

20. With the above findings and direction, this Complaint is disposed of.

Sd/-...20.07.2023

MEMBER (M), TNRERA

Sd/-...20.07.2023

MEMBER (J), TNRERA

Sd/-...20.07.2023

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

*N. Nimmay*  
20/7/2023  
ADMINISTRATIVE OFFICER

*Me*  
20-7-23