



**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.125/2022

2nd day of June, 2023

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

Thiru Vidhya Shankar

..... Complainant

Versus

M/s. Casa Grande Axiom Pvt. Ltd.
By its Directors, Thiru Rangunathan Sumanth
Krishna & Thiru Sivasankar Reddy Nagella

..... Respondent

The above Complaint came up for final hearing before this Authority in the presence of M/s. R. Sankarakutringam - Counsel for Complainant and of M/s. Ganesh and Ganesh - Counsel for Respondent. This Authority passes the following order:

FINAL ORDER

The Complainant has submitted in the Complaint that he had booked a Flat bearing No.B-111, First floor measuring 812 sq.ft. of carpet area and super built up area of 1180 sq.ft. with one covered car parking along with 662 sq.ft. of undivided share on 15.07.2021 in the project "Casagrand Sereno" consisting of 260 flats at Ottiyambakkam Village, Sholinganallur Village, Kancheepuram District, promoted by the Respondent Promoter herein. The Complainant has also submitted that the Respondent had promised to execute the Sale Deed and Construction Agreements and the date of Completion of the said project was given as December 2021.

2. It is also stated by the Complainant that the total consideration for the land was fixed as Rs.5,29,600/- and the Construction Agreement was fixed for a total consideration of Rs.38,78,400/- which includes Car Parking Cost and Common Amenities as agreed and excluding Corpus Fund of Rs.50,000/- and GST @ 12% Rs.5,28,960/- It is further stated by the Complainant that out of the above said total amount of Rs.49,86,960/- the Complainant has paid Rs.46,80,112/-

3. The Complainant has also submitted that when the Complainant visited the site to ascertain the progress of the construction, he came to know that the flat booked by the Complainant was used as the marketing office and common toilet for visitors and office staff by the Respondent and when the same was enquired with the Respondent, they had promised to rectify all the issues in the flat at the time of handover process, and the same was confirmed by e-mail sent by the Respondent.

4. It is further submitted by the Complainant that even though the Complainant has made more than 93% of the total consideration, the Respondent has not executed any document in favour of the Complainant, with clear intent to deceive the Complainant.

5. The Complainant has submitted that he had requested the Respondent to rectify the following through his e-mail dated 30.03.2022.

- a. Tiles in all the rooms, including both the toilets and balcony to be completely replaced.
- b. Re-painting the walls in all the rooms;
- c. Wash basin and toilet units in both the bathrooms to be replaced;
- d. Kitchen sink and counter top to be replaced;

6. It is submitted by the Complainant that the Respondent has failed to rectify the above defects till date, and on contrary, the Respondent is emphasizing to pay the delayed charges for the payment made.

7. The Complainant has further submitted that the Respondent has also violated Section 13 of RERA Act by collecting more than 10% of property booking costs before registration of both construction agreement and sale deed. In this case, Respondents have actually collected more than 93% of the property costs yet the registration of construction agreement and sale deed or even the execution of the formal unregistered agreements has not happened till date.

8. The Complainant has sought the following reliefs:

- i)
 - a) Tiles in all the rooms, including both the toilets and balcony to be completely replaced
 - b) Re-painting the walls in all the rooms
 - c) Wash basin and Toilet units in both the bathrooms to be replaced
 - d) Kitchen Sink and Counter Top to be replaced
- ii) To direct the Respondent to collect the remaining amount only after the above rectification has been done by the Respondent
- iii) To direct the Respondent to execute and register the Construction and Sale Deed in favour of the Complainant
- iv) To direct the Respondent to indemnify the Complainant in respect of the Construction by the Respondent apart from the regular indemnification.
- v) To provide legal costs of Rs.50,000/-

9. In the written arguments, the Complainant has submitted that in respect of the registration of the Sale Deed and Construction Agreement, only after filing of this Complaint, the respondent has executed the Construction Agreement dated 13.10.2022 was registered as Document No.15811/2022 on the file of SRO, Selaiyur and the Sale Deed dated 14.10.2022 was registered as Document No.15812/2022 on the file of SRO, Selaiyur. The Complainant has submitted that in the above said

Construction Agreement, the Respondent had altered the date of completion as June, 2023 from 31.12.2021 and the complainants were pressurized by the Respondent to sign the Agreement and since the Complainants were made to suffer a lot, with no other option, the Complainants had signed the Agreement.

10. This Authority has examined the Complaint along with typed set of documents filed by the Complainant, the arguments and the written arguments filed by the Complainant carefully.

11. The Respondent Promoter has not filed the Counter Affidavit so far. Also the Respondent Promoter has neither made oral submissions nor submitted written submission of arguments in this Complaint.

12. The Authority also notes that the Respondent Promoter was present in two of the hearings through its counsel as well as a representing Counsel. This Authority expresses its severe displeasure on the conduct of the Respondent Promoter in not filing the Counter Affidavit.

13. This Authority proceeds to pass orders based on the available records placed before it by the Complainant.

14. It is seen on page No.44 of the typed set of documents filed by the Complainant that the Relationship Manager of the Respondent Promoter in her e-mail dated 14.09.2021 to the Complainant Allottee had admitted that the Respondent Promoter is using the Complainant Allottee's apartment as marketing office and at the time of handing over the

Respondent will rectify all the issues in the flat at the time of NOC inspection process or before the flat handover.

15. On page No.45 of the same typed set of documents, the Complainant Allottee in her e-mail dated 30.03.2022 has asked for (i) tiles in all rooms including both the toilets and balcony to be completely replaced and repainting the walls in all the rooms, (ii) washbasins, toilet units in both the bathrooms to be replaced, (iii) kitchen sink and countertop to be replaced.

16. On page No.76 of this typed set of papers in the e-mail dated 15.07.2022, the Respondent Promoter has informed that the Complainant allottee that they will change the following items in the apartment as per their discussion.

1. Sanitary fittings in the toilet
2. Closet in the Toilet
3. Re-painting the whole apartment
4. Deep cleaning the whole apartment

17. Thus it is very clear that the Respondent Promoter has accepted the use of the Complainant Allottee's apartment as its office and agreed to replace various items in the apartment.

18. Accordingly this Authority allows the reliefs No.i and ii as prayed for by the Complainant.

19. As far as the prayer No.iii is concerned, it is seen that the Respondent Promoter has already executed and registered the

Construction Agreement and Sale Deed as stated by the Complainant in the written arguments.

20. As far as the relief No.iv is concerned, the question of indemnifying the Complainant in respect of the construction by the Respondent does not arise as the Respondent Promoter is solely and fully responsible relating to all aspects of construction as per the Act.

21. Therefore, this Authority directs the Respondent Promoter to comply with the reliefs prayed for by the Complainant relating to relief No.i before 31.08.2023 and file a compliance report before this Authority before 15.09.2023.

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

Sd/-...02.06.2023

Sd/-...02.06.2023

Sd/-...02.06.2023

MEMBER (M), TNRERA

MEMBER (J), TNRERA

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

Justice 2/v1

f ADMINISTRATIVE OFFICER

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2-6-23