



**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. 133/2022

13th day of September, 2023

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

Tmt. Geetha Kesavan Kartha ... Complainant

Versus

M/s. VGN Projects Estates Pvt. Ltd.]
(Formerly known as M/s. VGN Developers] Respondent
Pvt. Ltd.), Represented by Directors]

The above Complaint came up for final hearing before this Authority in the presence of M/s Eswar, Kumar and Rao – Counsel for Complainant and of M/s. Arvind Rajagopal - Counsel for Respondent. This Authority passes the following order.

FINAL ORDER

The Complainant is the purchaser of the flat bearing No.410, in fourth floor, Block No.A at the residential project namely "VGN Temple

Town" measuring to super built up extent of 1444 sq.ft. developed by the Respondent Promoter herein at Thiruverkadu Village, Thiruvallur.

2. The Complainant has further submitted that the agreement for development and construction dated 30.01.2015 was entered into and registered as document No.4386/2015 on the file of Sub Registrar Kundrathur. As per this agreement the delivery period agreed was by March 2016 with an additional grace period of 6 months i.e. September 2016. Also an Agreement for Sale was entered between the Complainant and the Respondent on 30.01.2015.

3. It is further submitted by the Complainant that as per this registered agreement, the total cost of the land as mentioned in Schedule 'B' is Rs.9,91,500/- and total cost of construction is Rs.48,43,796/- for the Schedule-C property. The Respondent did not complete the construction neither in the year 2016 nor in the year of 2017, as per their own onerous extension made in April 2016.

4. The Complainant has further submitted that the Respondent Promoter has executed a sale deed in favour of the Complainant on 27.06.2022 and registered as Document No.13092 of 2022 on the file of Sub-Registrar Kundrathur, thereby conveying 661 sq.ft of UDS share of land.

5. It is further submitted by the Complainant that on 28.06.2022 the Respondent demanded a further payment of Rs.4,14,475/- from the Complainant in order to take possession of the flat on the ground that the selling price was Rs.3534/- per sq.ft. at the time of purchasing of the flat in the year 2015, whereas the selling price at present is Rs.5199/- per sq.ft.

6. The Complainant has prayed for the following reliefs in the Complaint.

- a) To direct the Respondent to handover the vacant possession of the schedule mentioned property i.e. flat no.410 immediately without demanding for any interest or excess payment from the Complainant.
- b) To pass any other orders this Authority deems fit to render justice.

7. In the Counter Affidavit, the Respondent Promoter has submitted that as per the agreement of sale, the sale consideration for the UDS was fixed at Rs.9,91,500/-. As per the Construction Agreement entered into between the parties, the cost of construction was estimated at Rs.48,43,796/-.

8. It is further submitted by the Respondent Promoter that as per the terms of Allotment letter and as per Clause 4 and 7 of the construction agreement, the cost of construction agreed between the parties herein were subject to change based on the change in the taxes, levies and other dues payable to the government and also registration and stamp duty payable at the time of registration.

9. The Respondent Promoter has also submitted that as on date, due to change in tax structure, invoices for a sum of Rs.63,78,738/- has been raised by the Respondent, based on the milestone reached. The Respondent Promoter has further submitted that as on date, the

Complainant has paid a sum of Rs.59,64,263/- towards the invoices raised and a sum of Rs.4,14,475/- is payable by the Complainant.

10. Further the Respondent has stated that on 27.06.2022 the Respondent has conveyed 661 sq.ft of UDS in the land upon which the project has been developed vide sale deed bearing No.13092 of 2022 registered at SRO Kundrathur. Also completion certificate for the project was obtained on 06.05.2022 from the appropriate authority. As on the date the apartment booked by the Complainant is ready for handing over.

11. It is further submitted by the Respondent that the Complainant was called upon by the Respondent to pay the outstanding amount of Rs.4,14,475/- and collect the possession of the apartment. At this juncture the Complainant had requested the Respondent to adjust the last milestone payment from the compensation payable for the delayed handing over of possession.

12. The Respondent has also submitted that the Respondent is ready to honour its commitment to pay compensation for delay in handing over of possession as set out in Clause 11 of the Construction Agreement. The Respondent also submitted that they are well aware of the commitment and requested the Complainant only to pay the outstanding sum for the purpose of completion of accounts and for ascertaining the period for which the compensation had to be computed. Also without handing over of possession, the Respondent would not be in a position to ascertain the exact time period for which the compensation is payable. The Respondent has further stated that the Complainant herein has already filed compensation Claim Petition in CCP No.149 of 2022 before the Hon'ble

Adjudicating Officer, TNRERA and thus the Complainant's request for compensation which the Complainant is entitled to is presently subjudice.

13. The Respondent promoter has denied the averments that the Respondent has demanded additional sums for handing over of the apartment on the pretext that the total value of the land has appreciated.

14. This Authority has examined the Complaint, the Counter Affidavit filed by the Respondents Promoter, the arguments and the written submission of arguments of both sides carefully.

15. The main prayer of the Complainant is to direct the Respondent Promoter to handover the Flat No.410, Block No.A in VGN Temple Town real estate project.

16. The Respondent Promoter has stated that the Complainant has paid a sum of Rs.59,64,263/- and a sum of Rs.4,14,475/- is payable by the Complainant Allottee. The Respondent Promoter has also stated that the completion certificate for this project was obtained on 06.05.2022 and the apartment booked by the Complainant is ready for handing over.

17. Therefore, this Authority directs the Respondent Promoter to handover the flat No.410, Block No.A in VGN Temple Town completed in all respects as per the construction agreement before 30.11.2023 after receiving the balance sale consideration, if any, strictly as per the construction agreement.

18. The Authority records the submissions of the Respondent Promoter that the Complainant Allottee has already filed a compensation claim petition in CCP No.149/2022 before the Adjudicating Officer, TNRERA

and thus the Complainant's request for compensation which the complainant is entitled to is presently subjudice.

19. With the above direction, the above Complaint is disposed of.

Sd/-...13.09.2023 Sd/-...13.09.2023 Sd/-...13.09.2023
MEMBER (M), TNRERA MEMBER (J), TNRERA CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER


ADMINISTRATIVE OFFICER
13.9.23