



**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.138/2022

2nd day of June, 2023

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

Tvl.

1. D. Dhamotharan
2. G. Chokalingam ... Complainants

Versus

Thiru K. Kannappan ... Respondent

The above Complaint came up for final hearing before this Authority in the presence of M/s. K. Sivaprakash - Counsel for Complainants and of M/s. R.Franklin Perinbanathan and P. Vijay - Counsel for Respondent. The Authority passes the following order:

FINAL ORDER

The Complainants have submitted in the Complaint that on 26.03.2019 the Respondent agreed to sell the vacant site bearing Plot No.8, Vada Agraharam Village, Poonamallee Taluk, Thiruvallur District,

Chennai, comprised in S.No.15/1A part of an extent of 800 sq.ft. and received a sum of Rs.18,00,000 /- towards advance. It is also submitted by the Complainants that the Respondent executed an Agreement of Sale on 26.03.2019 and Rs.28,00,000/- was fixed as total sale consideration of the above land.

2. The Complainants have also submitted that the Respondent Builder agreed and assured the Complainants for construction of the building with 2 floors with all facilities on the land to be purchased by them for Rs.20,00,000/- towards the cost of construction and the Complainants also agreed for the same. The Complainants have further submitted that the Respondent is not coming forward to register the sale deed in favour of the Complainants.

3. The Complainants have prayed for the following reliefs in the Complaint.

- a) Pass an order to directing the Respondent to register the sale deed in favour of the Complainants comprised in Survey No.15/1A part, measuring 800 sq.ft., situated at Plot No.8, Vellaipillai Nagar, Vada Agragaram Village, Poonamallee Taluk, within the sub registration district of Tiruvallur.
- b) Directing the Respondent to construct the building with 2 floors with all facilities on the land comprised in Survey No.15/1A part, measuring 800 sq.ft., situated at Plot No.8, Vellaipillai Nagar, Vada Agragaram Village, Poonamallee Taluk, within the sub registration district of Tiruvallur.

4. In the Counter Affidavit filed by the Respondent, he has denied by the allegations of the Complainants and has also stated that he is not a builder and he has never been doing construction works and also the Respondent never agreed and assured the Complainants for construction of the building with 2 floors with all facilities on the land to be purchased by them for Rs.20,00,000/- towards the cost of construction. The Respondent has also submitted that he has never entered into a sale agreement with the Complainants and never committed any registration of sale deed.

5. In the Rejoinder, the Complainants have referred to the sale agreement dated 26.03.2019 executed by the Respondent in favour of the Complainants and the Receipt for Rs.18,00,000/- paid by the Complainants to the Respondent.

6. This Authority has examined the Complaint, the Counter Affidavit filed by the Respondent, the Rejoinder filed by the Complainant, the arguments and written submission of arguments carefully.

7. It is seen from the typed set of papers filed by the Complainants, the sale agreement dated 26.03.2019 is an unregistered sale agreement wherein the signatures of the Complainant buyers are not available and also this Authority notes that this document is an unregistered agreement dated 26.03.2019 whereas all such documents should be registered as per the Registration (Tamil Nadu Amendment) Act, 2012.

8. Also the sale receipt enclosed by the Complainants for a sum of Rs.18.00 lakhs does not indicate the mode of transfer of the sale consideration by the Complainants to the Respondent, that is, by cheque/Demand Draft/NEFT/RTGS, etc.

9. This Authority notes that any amount above Rs.2.00 lakhs cannot be transacted by cash as per the current regulations in force.

10. On page No.6 of the typed set of papers filed by the Complainants, the Complainants have enclosed a copy of the site plan which also indicates the boundaries and the location of the plot No.8. Firstly this site plan does not seem to be a copy of any approved layout approved by the competent authority. Therefore this has to be considered as an unapproved layout only.

11. While the sale agreement refers to the sale of Plot No.8 with an extent of 800 sq.ft. for a sale consideration of Rs.28.00 lakhs, the site plan shows that the plot No.8 has dimensions of 40 ft. x 30 ft. which means the extent of the plot is 1200 sq.ft., thereby indicating discrepancy between the alleged sale agreement and the site plan furnished by the Complainant.

12. The Respondent has totally denied the transaction and has also denied that he has entered into the alleged sale agreement with the complainants. The Respondent has also stated that he is not a Builder.

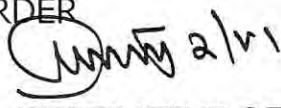
13. Therefore, in view of these discrepancies and alleged transactions which are not as per law, this Complaint is dismissed as devoid of merits.

Sd/-...02.06.2023
MEMBER (M), TNRERA

Sd/-...02.06.2023
MEMBER (J), TNRERA

Sd/-...02.06.2023
CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER


ADMINISTRATIVE OFFICER
