



**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.163/2022

2nd day of June, 2023

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

Tmt. C. Uma

... Complainant

Versus

- | | | |
|--|---|-------------|
| 1) M/s. Real Value Promoters Pvt. Ltd. |] | |
| Represented by its Managing Director |] | |
| Thiru V.S. Suresh |] | |
| 2) Neelkamal Apartments Buyers Association |] | Respondents |
| (NABA) Represented by its Secretary |] | |
| Thiru G. Saravanan |] | |

The above Complaint came up for final hearing before this Authority in the presence of M/s. M. Sanathkumar - Counsel for Complainant and of the 1st Respondent Promoter party in person and of M/s. G.B. Sabari Das - Counsel for 2nd Respondent. The Authority passes the following order:

FINAL ORDER

The Complainant has submitted in the Complaint that she purchased an Apartment No.7A in the seventh floor in the Block 1 of the residential complex Neel Kamal with super built up area of about 675 sq.ft. including proportionate undivided share in the common constructed area along with an undivided extent of 216 sq.ft. out of 1,65,200 Sq.ft. together with compound wall on all sides and comprised in Survey No.101/1 and situated in Kazhipattur Village, Chengalpet Taluk.

2. It is further submitted by the Complainant that as per agreed terms and conditions in the Agreement for Project Promotion and Construction dated 16.05.2010 the entire project has to be completed within 36 months, whereas, the project came to a standstill during the year 2013 and still remains incomplete. The Project lacks basic services like lifts, compound wall, allocation of car parking facility, firefighting safety measures, approach road, sewage treatment plant, drinking water treatment plant, etc.

3. The Complainant has further submitted that at this juncture, the Respondent-II entered into the chain, under the pretext of redressing the common grievance of all allottees. The Respondent-II filed a complaint in C.No.80 of 2020 under Section 31 of RERA Act, 2016. This Authority had disposed the C.No.80/2020 by an order dated 19.08.2021. This Authority has permitted the Respondent – II under Section 8 of the Act to carry out the remaining construction of the apartments in this real estate project as

well as the common amenities at the risk and cost of the promoter the Respondent-I herein.

4. The Complainant has also submitted that the Respondent-II instead of securing the cost of construction from the Respondent-I had officially called upon the allottees to provide Rs.1,20,000/- each to complete the pending works even without getting the written consent from the allottees as per order in C.No.80/2020, whereas the Complainant took possession of the premises only after complete payment towards cost of the flat and hence again seeking payment for completion of common amenities is unlawful.

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

- i) Restraining the Respondent-2 from further demanding contribution from the Complainant unlawfully towards completion of project.
- ii) Directing both the Respondents to list out the pending construction works and common amenities and complete the same within a specific time limit at the cost and risk of the Promoter, the Respondent-1 herein; or otherwise to refund the cost paid by the Complainant for purchase of schedule property.
- iii) Directing both the Respondents herein jointly and severally liable to compensate Rs.30,00,000/- towards compensation to the Complainant herein for the immeasurable mental agony undergone due to the delay on part of the Respondent as the

commitment date of the Respondent in handing over the said flat as per the Agreement for Project Promotion and Construction had expired long ago, under Section 37 of the Real Estate (Regulation and Development) Act, 2016 read with Regulation 32 of the Tamil Nadu Real Estate Regulatory Authority (General) Regulations, 2018.

iv) Pass any other order as this Authority deems fit and proper.

6. In the Counter Affidavit filed on behalf of the 2nd Respondent, it has been submitted that as per the Order dated 19.08.2021 in C.No.080/2020 with directions to this 2nd Respondent to work in tandem along with the other association namely Kazhipattur Neelkamal Owners Association. Accordingly, this 2nd Respondent in obedience to the above Order is taking all efforts to complete the remaining works primarily like Roads, compound wall for safety etc.

7. The 2nd Respondent has further submitted that the present Complainant is neither member of the 2nd Respondent/NABA nor the other association Kazhipattur Neelkamal Owners Association with 221 members/owners in the project "Neelkamal" promoted by the 1st Respondent. Thus the majority of the home buyers through the above two association representing 300 home buyers are coming forward to complete the pending works.

8. The 2nd Respondent has also submitted that NABA/2nd Respondent is an Association comprising of fellow owners of the Complainant as rightly mentioned by the Complainant and does not have financial resources. It is further stated by the 2nd Respondent that in this case, the Complainant shall pay her per capita contribution of Rs.2,67,151/- towards completion

and take it from the Builder/1st Respondent later as she had mistakenly paid 100% for an incomplete project.

9. This Authority has examined the Complaint, the Counter Affidavit filed by the 2nd Respondent Association, arguments and written submission of arguments carefully.

10. This Authority in its order dated 19.08.2021 in Complaint No.80 of 2020 had permitted the 2nd Respondent namely M/s. Neelkamal Apartments Buyers Association (NABA) under Section 8 of the Act to carry out the remaining construction of the apartments in this real estate project (including the Annex Block as well as the common amenities) at the risk and cost of the Respondent Promoter namely M/s. Real Value Promoters Pvt. Ltd. who is the 1st Respondent in this Complaint.

11. The 2nd Respondent has also stated in their Counter Affidavit that it is an Association comprising of fellow owners of the Complainant and it does not have financial resources. Therefore, the Complainant has to pay her proportionate contribution of Rs.2,65,151/- towards completion and recover the same from the 1st Respondent later as she had mistakenly paid 100% for incomplete project.

12. Completion of pending works in this real estate project requires money which has to be contributed by the Allottees of the project at the risk and cost of the 1st Respondent Promoter.

13. Therefore, this Authority does not find anything wrong on the part of the 2nd Respondent in calling for proportionate contribution from the Allottees to complete the project.

14. Therefore, this Complaint is dismissed as devoid of merits.

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


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