



**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.67/2022

13th day of September, 2023

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

Tvl.]
1. S. Praveen Kumar &] Complainants
2. Janaki Meenakshi Sundaram]

Versus

M/s. Ozone Projects Pvt. Ltd.]
Represented by its Chairman] Respondent
Thiru S. Vasudevan]

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

FINAL ORDER

The Complainants have submitted that they have booked Flat bearing No.Y-704, Phase-4 of "Metro Zone" project developed by the

Respondent Promoter at Koyambedu and the Respondent Promoter had failed to handover the finished/completed flat by February/March 2014, as undertaken by them, even after collecting 90% of the value of the flat.

2. The Complainants have prayed for the following relief(s) in their Complaint:

It is prayed that subject to handing over the finished Flat Y-704, Phase-4, Metrozone of Ozone Projects Pvt. Ltd. by December, 2022 to the Complainant, the Respondent should be directed to pay interest at 10% p.a. on Rs.2,24,42,459/- from March 2014 till 2017 and in addition to the above interest, the Respondent should be directed to pay interest at 20% p.a. on Rs.2,24,42,459/- from 2018 till April 2022 as undertaken by Respondent in Para (7)(b) of the Construction Agreement dt.18.02.2012 and in their letter dt.12.5.2017 and as incorporated in the Police Report dt.15.11.2017 and as recorded by the Hon'ble High Court in the order dt.13.04.2018 in W.P.No.32825/2017 and continue to pay future interest same rate till handing over of possession of Flat Y-704, Phase 4, Metrozone of Ozone Projects Pvt. Ltd., Anna Nagar, Chennai-600 040 to the Complainants pending disposal of the complaint, and thus render justice.

3. In the Counter Affidavit, the Respondent Promoter has submitted that the Tower in which the Complainants have booked their Residential Units are predominantly in AB, AC, AD, Z & Y which comes under phase IV of the Development. The Respondent has completed and handed over

phase I to III comprising of 19 Residential Towers with 1228 Units, obtained Completion Certificate from CMDA and presently concentrating on Phase IV internal finishing work. The Respondent has also furnished the present progress of Y, Z, AB, AC and AD Towers as below:

Tower	Progress
Y	Structure fully completed, internal finishing work is nearing completion. Around 22 Units handed over for commencing Fit Out, balance about 38 units to be handed over in the following months.
Z	Structure fully completed, internal finishing work is nearing completion. Customers will be invited for commencing fit out from mid of May 2022.
AB	Structure fully completed, internal finishing work under progress.
AC	Structure fully completed, internal finishing work under progress.
AD	Structure fully completed, internal finishing work under progress.

4. It is further submitted by the Respondent that apart from the current over dues that are liable to be paid by the Complainants, the balance amount payable by the Complainants as per the individual agreements executed with the Respondent is Rs.31,07,532/- towards unit No.Y-704.

5. The Respondent has also submitted that the Respondent is putting all possible efforts to ensure that the Residential Units of the

Complainants are ready and handed over in liveable condition as per the following time schedule:

Tower	Will be handed over in liveable condition
Y	December 2022
Z	December 2022
AB	December 2022
AC	December 2022
AD	December 2022

6. In the Additional Counter Affidavit, the Respondent has further stated that the interest sought by the Complainant can be only decided based on the merits. Hence, the claim for interest is specifically denied.

7. In the written submission of arguments, the Complainants, pending final decision on the Complaint No.67 of 2022, has prayed for interim relief that (a) the Respondent should be directed to pay interest at 10% p.a. on Rs.2,24,42,459/- from March 2014 till 2017 and in addition to the above interest, the Respondent should be directed to pay 20% p.a., interest on Rs.2,24,42,459/- from 2018 till April 2022 and continue to pay future interest at the same rate till handing over possession of the finished flat Y-704, Phase IV, of Metro Zone of Ozone Projects Pvt. Ltd. and (b) pending disposal of the complaint, the Respondent should be restrained by means of an order of interim injunction, from proceeding with their ongoing projects at (1) Ozone Urbana, Near International Airport, Bangalore, (2) WF48, Whitefield, Bangalore, (3) Pole Star near

Manyata Tech Park, Bangalore, (4) The Paradise, Off Sarjapur Road, Bangalore, (5) Ozone Chambers, Koramangala, Bangalore, (6) Greens, Perumbakkam, Chennai, (7) Ozone Premia, RK Shanmugam Salai, Chennai, (8) Mirabilis, Opp. Grand Hyatt, Santacruz, Mumbai and (9) The Autograph, near Dadar TT Circle, Mumbai.

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

9. As per the Construction Agreement dated 28.02.2012, the delivery of residential unit to be done in February, 2014 with a grace period of 3 months which means by May, 2014. However, the apartment is yet to be completed in all respects and the Respondent Promoter in the written submission of arguments filed on 19.01.2022 has sought for 8 months time to provide the unit in livable condition. This implies that the likely date of completion and handover of the apartment will be June, 2023.

10. It is thus clear that there has been an inordinate delay of more than 9 years for completion of this apartment.

11. Therefore, this Authority directs the Respondent Promoter to hand over the flat No.Y-704 to the Complainant Allottee before 30.11.2023 after completing it in all respects as per the Construction Agreement subject to receipt of balance sale consideration, if any, strictly as per the Construction Agreement.

12. The Complainant Allottee is at liberty to move the Hon'ble Single Member bench of this Authority for interest on delayed construction and the Hon'ble Adjudicating Officer for compensation, if any.

13. Regarding restraining the Respondent Promoter from proceeding with their ongoing projects in Tamil Nadu as well as in other States, this Authority has already been monitoring the registered real estate project "Ozone Greens" at Perumbakkam. In respect of other real estate projects outside Tamil Nadu, this Authority has jurisdiction only in respect of real estate projects in this State and Andaman and Nicobar Islands and therefore, this Authority has no competence to pass orders in respect of real estate projects in other States other than Tamil Nadu.

14. With these findings and directions, this Complaint is disposed of.

Sd/-...13.09.2023

MEMBER (M), TNRERA

Sd/-...13.09.2023

MEMBER (J), TNRERA

Sd/-...13.09.2023

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER


ADMINISTRATIVE OFFICER
13.9.23