



**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.15/2023**

**15<sup>th</sup> day of December, 2023**

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

1. V.P. Bharani ... Complainants  
2. B. Sumathy

Versus

M/s. Lokaa Developer Pvt. Ltd. ]  
Represented by its Managing Director ] Respondent  
Thiru Santosh Sharma ]

The above Complaint came up for final hearing before this Authority in the presence of M/s. S. Revathy - Counsel for Complainants and of M/s. S.S. Rajesh - Counsel for Respondent. This Authority passes the following order.

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**FINAL ORDER**

The Complainants have submitted in the Complaint that they have booked a flat No.812, 2.5 BHK, 8<sup>th</sup> Floor in "M One" project developed by the Respondent Promoter herein with carpet area to an extent of 923 sq.ft and built up area of 1565 sq.ft inclusive of the proportionate share in the

common area and amenities area together with one covered car park P25 and one two wheeler parking T-78 along with 356.60 square feet i.e. 33.13 sq.mts undivided share from and out of in the Land situated at 200 Feet Inner Ring Road, (Jawaharlal Nehru Salai) Nagalakshmi Nagar, Ponniammanmedu, Madhavarm, Chennai.

2. The Complainants have also submitted that this project is a residential development consisting of 22 floors with basement Floor + Stilt Floor with 234 dwelling units at No.11, Jawaharlal Nehru Salai (ERR) Nagalakshmi Nagar, Ponniammanmedu, Madhavaram, Chennai-600 110 and this project is registered with this Regulatory Authority vide Registration No.TN/02/Building/0025/2017 dated 21.08.2017. The Complainants have further stated that the Respondent Promoter has issued an allotment letter to the Complainants on 30.10.2017.

3. The Complainants have further submitted that the total cost of the flat is Rs.1,05,03,367/- and the Complainants have paid totally Rs.1,01,00,000/- as on date of this Complaint.

4. The Complainants have further stated that the Sale Deed dated 12.02.2020 was executed by the Respondent in favour of the Complainants with respect to undivided share of land of 356.60 sq.ft (33.13 sq.mts) out of larger extent of land for a consideration of Rs.8,36,227/- registered as Doc.No.899/2020 before SRO Madhavaram and also Construction Agreement dated 12.02.2020, registered as Doc.898/2020 before SRO Madhavaram for construction of a flat for a consideration of Rs.93,68,040/- The Complainants have further submitted that they have paid the Respondent a sum of Rs.87,98,456/- and the balance payment of Rs.3,00,000/- will be paid by the bank at the time of handing over the

possession of a flat by the Respondent. Also it is stated by the Complainants that as per Clause 4(a) of the Construction Agreement, again the Respondent agreed that they will complete the construction of the Apartment within a period of 5 months from the date of execution i.e. July, 2020. The Respondent has already delayed the delivery of apartment by more than 40 months.

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

- a) Direct the Respondent, their men or agents to deliver and hand over the possession of the vacant flat No.812, 2.5 BHK, 8<sup>th</sup> floor in "M One", carpet area to an extent of 923 sq.ft. and built up area extent of 1565 sqft. inclusive of the proportionate share in the common area and amenities area together with one covered car park P25 and one two wheeler parking T78 along with 356.60 sq.ft. undivided share from and out of the land situated at 200 Feet Road (200 Feet Inner Ring Road), (Jawaharlall Nehru Salai), Nagalakshmi Nagar, Ponnammanmedu, Madhavaram, Chennai comprised in S.Nos.1353/2A and 1353/2B and as per Patta T.S.Nos.6 and 7, Ward D, Block No.53 situated in Madhavaram Village, Madhavaram Taluk (earlier Ambattur Taluk), Thiruvallur District
- b) Direct the Respondent to pay interest to the Complainant for every month delay, till the handing over of the possession, at such rates as may be prescribed by this Authority

- c) Award cost of Rs.50,000/- towards legal expenses of this petition
- d) To grant such other relief or reliefs as this Authority may deem fit and proper in the circumstances of the case and thus render justice

6. In the Counter Affidavit, the Respondent Promoter has submitted that as per the payment schedule, the Complainants had been defaulting in making payments since the 2<sup>nd</sup> stage in the payment schedule. It is further stated by the Respondent that in fact, there are some discrepancies in the payment details tabulated in Para 4(b) of the Complaint. The Complainants claim to have paid Rs.5,00,914/- in cash, which has not been received by the Respondent.

7. The Respondent has further submitted that the Covid-19 pandemic situation which was declared as a force majeure intervened into the agreed timeline between the parties. This has also been specified in Clause-4 of the said agreement.

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

9. It is seen that the Respondent Promoter should have completed the apartment by July, 2020. However, the fact remains that the apartment has not been completed till date.

10. This Authority also notes that the complainant Allottee has paid substantial sums of money to the Respondent Promoter towards the sale consideration.



11. The Covid 19 pandemic as the reason for the delayed construction of the project cited by the Respondent Promoter cannot be accepted since this Authority had already given automatic extension of six months in respect of applicable real estate projects including this real estate project.

12. The Respondent Promoter has obtained extension of time upto 30.09.2023 and still has not completed the project. Therefore, there has already been a delay of more than 3 years.

13. Therefore this Authority directs the Respondent Promoter to complete the allotted apartment in all respects along with the common amenities as per the construction agreement and handover the same to the Complainant Allottee before 31.03.2024 on receipt of balance sale consideration, if any, strictly as per the registered construction agreement.

14. The Complainant is also at liberty to move the Hon'ble Single Member Bench of this Authority for interest on delayed construction and completion.

15. With the above findings and direction this Complaint is disposed of.

Sd/-...15.12.2023

MEMBER (M), TNRERA

Sd/-...15.12.2023

MEMBER (J), TNRERA

Sd/-...15.12.2023

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

LAW OFFICER, TNRERA

15.12.23