



**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.28/2023

20th day of July, 2023

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

Thiru Ranganathan Govindaraj]
Rep. by his Attorney Thiru Sridhar Govindaraj] Complainant

Versus

M/s. Selene Estate Limited ... Respondent

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

FINAL ORDER

The Complainant has submitted in the complaint that the Respondent herein has promised a completed Residential Unit No.D2-1608 in the

project "Ozone Greens" at Jalladianpettai village, Sholinganallur Taluk, Kancheepuram District developed by the Respondent Promoter with Completion Certificate from the CMDA for a sum of Rs.17,00,000/- to be paid by the Complainant over and above the dues owed to the Complainant as per the Arbitral Award. The Complainant has also stated that without delay the Complainant complied with the terms of the MoU, Construction Agreement and Agreement for Sale.

2. It is further submitted by the Complainant that the Respondent had unequivocally committed to obtain lien release within six months from its lender as on the date of entering into the MoU and register the sale deed and the Construction Agreement for Unit D2-1608 either in favour of the Complainant or his nominee. The Complainant has further submitted that in effect the Respondent ought to have registered the unit in favour of the Complainant on or before 30th June, 2020. Also the Construction Agreement and Agreement for Sale of Unit D2-1608 was entered into between the Respondent and the Complainant on 26.12.2019.

3. The Complainant has also submitted that even after expiry of almost 3 years from the date of signing the MoU, Agreement for Sale and the Construction Agreement, the Respondent has wantonly failed to comply with its obligations promised to register the allotted Unit to the Complainant on or before 30th June 2020.

4. It is also stated by the Complainant that on 01.04.2022 one Mr.Jayaprakasan, Senior Manager CRD representing the Respondent sent an email categorically admitting to the continuous failure of the

Respondent to register the Unit allotted in the Project to the Complainant. Further the Complainant has submitted that nearly after 3 years the Respondent has for the time intimated that they are unable to register the property due to the inability of the Respondent to obtain a NOC from their Banker, thereby unequivocally expressing its failure to adhere to their obligation as promised to execute the settlement between the Parties.

5. The complainant has prayed for the following relief in the Complaint.

This Regulatory Authority may be pleased to direct the Respondent to execute and register the Conveyance Deed and Construction Agreement in respect to Schedule B & Schedule C property immediately at the cost of the Respondent and pass such other order or orders as this Authority deems fit and thus render justice.

6. In the Counter Affidavit, the Respondent has submitted that the possession of the unit D2-1608, Greens, is admittedly handed over and that the Complainant is enjoying the possession of the said property from 31.12.2019. It is further submitted by the Respondent that the Respondent is negotiating with its lender to release the unit from charge and issue unconditional NOC and trying to get the unit released within 6 months from this date and register the sale deed in favour of the Complainant.

7. Therefore, the Respondent has prayed that this Authority be pleased to grant 6 months' time to obtain NOC from its lender and register the sale deed for undivided share of land and the Construction Agreement.

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

9. While the Respondent Promoter has handed over the possession of the dwelling unit No.D2-1608 in the real estate project "Ozone Greens" on 31.12.2019, the Respondent has not obtained NOC from the lender and released the dwelling unit from the charge and executed a registered sale deed in favour of the Complainant Allottee.

10. The Respondent Promoter has sought six months time for this purpose.

11. It is clear that the Respondent Promoter has contravened Section 17(1) of the Act by not executing the registered sale deed in favour of the Allottee. Now it is more than 3¹/₂ years since the dwelling unit was handed over to the Complainant Allottee.

12. Therefore, this Authority under Section 61 of the Act imposes a penalty of Rs.2.50 lakhs on the Respondent Promoter for contravening Section 17(1) of the Act. This penalty shall be paid before 30.09.2023.

13. This Authority further directs the Respondent Promoter to obtain the release of charge from the lender concerned and execute the sale deed in favour of the Complainant Allottee before 30.09.2023.

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

Sd/-...20.07.2023

MEMBER (M), TNRERA

Sd/-...20.07.2023

MEMBER (J), TNRERA

Sd/-...20.07.2023

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

N. D...
20/7/2023
ADMINISTRATIVE OFFICER

m
20.7.23