



**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.29/2023

13th day of September, 2023

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

M/s. Greens Apartment Owners Welfare Association- Jalladianpettai
Represented by its Secretary, Thiru P. Elango] Complainant

Versus

1) M/s.Selene Estate Limited
Rep. by its Director]
2) M/s. India Bulls Real Estate Ltd.
Rep. by its Managing Director] Respondents
3) The Chairman & Managing Director
M/s. Ozone Projects Private Limited]

The above Complaint came up for final hearing before this Authority in the presence of M/s. Chennai Law Associates – Counsel for Complainant Association and of M/s. G. Vivekanand and T.S. Thevaraj - Counsel for Respondent-1 & 3 and of M/s.M.Jayashree and N.Moontu Uga Indiran – Counsel for 2nd Respondent. This Authority passes the following order:

FINAL ORDER

The Complainant Association has submitted in the complaint that as per Section 19(9) of Right and Duties of Allottees of the Real Estate (Regulation and Development) Act, 2016 and in compliance of Rule 10 of the Tamil Nadu Real Estate (Regulation and Development) Rules, 2017, they have formed and registered their association as "Greens Apartment Owners Welfare Association – Jalladianpettai" on 20.05.2019 under Section 10 of the Tamilnadu Societies Registration Act, 1975 before the SRO at South Chennai.

2. The Complainant Association has further stated in the complaint that they sent a representation dated 09.11.2022 to the 1st to 3rd Respondents and also to other Government Department officials for various reliefs sought under the said representation on behalf of all the owners/Allottees of the respective flats Ozone Greens Apartments in their representative capacity as the Association, to resolve the various issues and complete the incomplete works apart from commencing the maintenance of incomplete common amenities only after all these issues are resolved in toto and then to complete the agreed period of 6 months maintenance before handing it over to the Complainant Association. It is also submitted by the Complainant Association that in spite of their repeated reminders and follow ups with the 3rd Respondent, none of the commitment was complied with by the Respondents.

3. The Complainant Association has sought the following reliefs in their Complaint.

- a) To comply with and accomplish all the statutory and contractual obligations by finishing al the remaining incomplete works and cure

the defects related to TNEB/Water and Sewage connections permanently and provide all the agreed amenities making every dwelling unit to fall within the meaning of definition of "habitable apartment" within a reasonable time and thereafter, commence the six months prepaid maintenance of common amenities as assured by the Respondents prior to handing over the same and also hand over all the statutory and proper documents to the Complainant Association as per Rules of RERA, along with making necessary funds transfer pertaining to the corpus fund retained by the Respondents to the bank account of the Complainant Association namely Greens Apartment Welfare Association, A/c No.270701000809, ICICI Bank, IFSC : ICIC0002707.

- b) Direct the Respondent to furnish financial documents including insurance documents in compliance of Section 16 of the Real Estate (Regulation and Development) Act, 2016.
- c) Direct the Respondent to furnish operational documents as mentioned above.
- d) Direct the Respondent to furnish legal documents;
- e) Direct the Respondent to complete the above incomplete works within a time frame to be fixed by this Authorities;
- f) Direct the Respondent to pay the corpus fund along with the interest to the Complainant without any deduction
- g) Direct the Respondent to pay for the cost of litigation.

4. In the Counter Affidavit filed on behalf of the 1st and 3rd Respondents, it has been submitted by the Respondents-1 & 3 that on perusal of the Complaint the Respondents-1 & 3 have specifically denied all the averments and allegations made by the Complainant in the Complaint before this Authority.

5. The Respondents have further raised the preliminary objections with regard to the maintainability of the Complaint that (a) the Respondents have provided the club house as per the terms of the agreement and some of the members of the Complainant have not paid the maintenance charges to the Respondents to maintain the common amenities in the said project, which was suppressed by the Complainant and misrepresented before this Authority and (b) the 2nd Respondent has funded the Respondents-1 & 3 to purchase the project lands and shall not fall within the definition of the promoter defined in Section 2 (zk) of the Real Estate (Regulation and Development) Act, 2016 (Act) at present. Hence the Complaint is not maintainable for mis-joinder of the parties.

6. The Respondents 1 & 3 have also submitted that they developed the larger extent of project land into a residential cum commercial complexes in phased manner in which the Respondents have developed the 1st phase consisting of 12 towers, 329 apartments and the same was handed over to the allottees in the year 2012. The Respondents have also submitted that they commenced the development in the 2nd phase consisting of 12 towers in the year 2010 and the Respondents have completed 9 towers consisting of 881 apartments out of 12 towers and remaining 3 towers shall be completed in the month of December 2023 for which the Respondents have also obtained extension order to complete

the 3 towers, vide extension order dated 19th April, 2023 issued by this Authority.

7. The Respondents have further submitted that they have completed 2 towers in the year 2018 and provided all the basic amenities to the members of the Complainant Association. The Respondents have completed 7 towers progressively and applied for electricity connection but the Tamil Nadu Electricity Board has prolonged the connection on account of various amendments and notifications issued by the Tamil Nadu Electricity Regulatory Commission for erecting substation in the Project Lands. However, the Respondents have expressed their willingness to execute the gift deed for the substation, in their letter dated 14.06.2018. Further the Respondents have provided the electricity to the members of the Complainant Association in 7 towers through generators and the same shall be charged as per the electricity board tariff.

8. The Respondents-1 & 3 have further stated that they have provided the following common amenities and facilities to the members of the Complainant and will hand over the common amenities and facilities to the complainant after completing the project.

- a) Swimming pool
- b) Community Hall
- c) Library
- d) Kids Play
- e) Elders corners
- f) Jogging/walking tracks
- g) Gym
- h) Drive way
- i) Billiards table

- j) Club House
- k) Yoga hall
- l) Smash Court
- m) Party hall
- n) Table tennis

9. It is also stated by the Respondents-1 & 3 that the members of the Complainant Association have to pay the maintenance charges to the Respondents till handing over the project to the Complainant. Further the Respondents-1 & 3 have submitted that an amount of Rs.1,74,00,000/- is outstanding towards maintenance charges till today even though the Respondents are to spend huge amount for maintenance of the common amenities and facilities in this project.

10. Regarding the averments in para 4(6) of the complaint, the Respondents have submitted that they have completed all the amenities mentioned in the para 4(6) of the complaint as per the terms of the agreement, except XII which is intercom and the same is under progress and this intercom facility will be completed on or before December 2023.

11. The Respondents-1 & 3 have also vehemently denied that the car parking is sold to the allottees who are not eligible and do not have any parking space in the project.

12. The Respondents-1 & 3 have further submitted that the total 24 towers in phase 1 and 2, in 1st phase 12 towers and in 2nd phase 12 towers in which competition certificates received by the Respondents for 19 towers and they have applied for competition certificate for 2 towers and obtained for extension to complete the 3 towers from this Authority.

13. This Authority has examined the Complaint the Counter Affidavits filed by the 1st and 3rd Respondents carefully. The 2nd Respondent has not filed any Counter Affidavit.

14. Regarding the first prayer to complete the remaining incomplete works, the Respondent Promoter has stated that these remaining 3 towers will be completed by December, 2023.

15. Therefore, this Authority directs the Respondent Promoter to complete all the works including common amenities strictly as per the construction agreement before 31.12.2023.

16. Thereafter, the Respondent Promoter shall obtain Completion Certificate for these towers and obtain permanent domestic electricity service connection for all the Allottees in this real estate project before 31.03.2024.

17. Similarly, the Respondent Promoter shall ensure sewerage connections including Sewage Treatment Plant, if any, as per the Environmental Clearance Certificate and Sewage connections from CMWSSB in case there is a comprehensive underground sewerage scheme in that area in which this real estate project is situated.

18. This Authority also directs the Respondent Promoter to hand over all the relevant documents namely a copy of the approved plan and Building permit from the local body concerned, plumbing and electrical drawings, clearances obtained from various statutory authorities for this project to the Association of Allottees before 31.03.2024.

19. Also this Authority directs the Respondent Promoter to handover the original title documents for this real estate project to the Association of Allottees before 31.03.2024.

20. This Authority directs the Respondent Promoter to handover the corpus fund collected by the Respondent Promoter, if any, to the Association of Allottees before 31.03.2024.

21. Insurance in respect of the title of the land and building for this real estate project may not arise at this point of time as this has not been notified by the appropriate Government under Section 16(1) of the Act.

22. The Authority also directs the Respondent Promoter to furnish various operational documents such as manuals, warranties for equipments, if any, to the Association of Allottees before 31.03.2024.

23. With the above 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