



**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.40/2023

30th day of October, 2023

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

Thiru Bharathram S. ... Complainant

Versus

Thiru S iva Subramaniam S., CEO]
M/s.Sristi Builders and Developers] Respondent
Rep. by their Power Agent, Thiru Karuppaiah RM.]

The above Complaint came up for final hearing before this Authority in the presence of the Complainant party in person and of M/s. RRN Legal – Counsel for Respondent. The Authority passes the following order:

FINAL ORDER

The Complainant is the purchaser of a flat bearing Flat No.5J, Block-A in the 5th floor in the project Sristi Millennium at Perumbakkam, Chennai-

119 along with one covered car park developed by the Respondent Builder herein. The Complainant has submitted in the Complaint that the Builder extended the kitchen chimney pipe in an unusual way without the consent of the Complainant Allottee after he had occupied his flat. This is a deviation from standard chimney outlet and this has caused damage to his chimney and created a situation where rainwater, squirrels, and other animals are entering his kitchen through the extended pipe. As a result, he is unable to use the kitchen during rainy days and this can also lead to electrical short circuit and fire hazards.

2. The Complainant has further submitted that he has paid Rs.31,536/- to the builder for the first year of maintenance, and received the possession certificate on 01.09.2022, which means he was only allowed to move into the flat after that date, however, the builder started the maintenance on 15-08-2022, prior to the possession date. Despite multiple attempts to contact them, they have not provided him the contact numbers for the maintenance plumber or electrician.

3. The Complainant has also submitted that the drain pipe from the terrace is causing issues, resulting in water leakage from the terrace into his bathroom through the window. Due to this, the Complainant is unable to use the western toilet as the splashing water from the terrace is causing inconvenience.

4. It is further stated by the Complainant that the bathrooms were handed over in an unsanitary condition, with significant amounts of hardened white cement, putty, green paste, pan masala, etc. Despite

hiring a man to clean the bathrooms, the hardened substances could not be removed and the floor tiles were also laid unevenly and some tiles were already broken.

5. Further the Complainant has submitted that within two months of use the bedroom doors and bathroom doors have swollen and begun to crack. The metal design provided on the main door damages the wooden frame which needs to be fixed. The Complainant has also submitted that the builder used 5AMP MCB for 15 AMP sockets, which prevents the Complainant from using 15 AMP devices such as a heater or OTG. Additionally, the faulty MCB is causing frequent tripping and voltage fluctuations.

6. The Complainant has also submitted that the small balcony does not have individual sunroofs or windows, which results in flooding of the Complainant's bedroom during rain.

7. It is also submitted by the complainant that the Covered two-wheeler parking was not allocated as per the plan by the Respondent Builder.

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

- i) Direct the Builder to remove the unauthorized chimney extension in his flat and ensure that it is modified to look like the other chimney extensions in the building

- ii) To extend the builder's maintenance for an additional month and provide him with the contact information for the maintenance plumber and electrician
- iii) To take necessary steps to prevent water leakage from the terrace to his bathroom window
- iv) To clean the bathroom and remove hardened white cement, putty etc. and to fix broken tiles
- v) Replace swollen doors and make necessary steps to prevent main door frame damage due to the metal design
- vi) Replace the rewire the MCBs and ensure proper working of 5 and 15 AMP sockets
- vii) Fix an UPVC window to prevent flooding of bedrooms during rainy season
- viii) As per the plan, to allocate a designated parking space for two-wheeler and mark it with flat numbers.

9. In the Counter Affidavit, the Respondent Builder has stated that this complaint is not maintainable.

10. Further the Respondent has stated that this Respondent is the builder and promoter of the project 'Sristi Millennium' at Perumbakkam and this project is registered under TNRERA and has been built and developed after obtaining all due approvals and clearance.

11. The Respondent has further submitted that the building plan for the project has been approved vide CMDA PPA No.13376/B1/NHRB/

107/AtoJ-2020 dated 17.03.2020 and B.A.No.01/2020-2021 dated 16.06.2020, and this Respondent has built the construction as per the approved plan and there is no deviation in any manner in the construction from that of the approved plan.

12. The Respondent has also submitted that the possession of the flat has been taken by the Complainant on 01.09.2022 and has been using it for his residential purpose from the date of taking possession.

13. The Respondent has also submitted that all other owners who have taken possession of the flat are in peaceful enjoyment of the same and have no issues with structure or construction of the flat.

14. It is further submitted by the Respondent that this Complainant had purchased a kitchen chimney and had affixed the same in his kitchen. Since the performance of the chimney was not satisfactory to the Complainant, he had approached the authorized service representatives of the kitchen chimney for service that they have given a service report stating that the reason for suction drop for the given capacity of the chimney is due to the length of the PVC pipe affixed. The issue would be resolved if the Complainant had purchased a chimney with higher capacity, instead the Complainant had altered the exhaust pipe connection and has created a nuisance to other neighbours.

15. The averment regarding the maintenance amount, it has been submitted by the Respondent that the maintenance amount has been received as per the agreed terms and the Respondent is providing all maintenance as per the agreed terms.

16. The Respondent has further submitted regarding the averment in paragraph No.3 of the complaint that it lacks any merit and is frivolous in nature. With regard to allegation in para No.4 and 5, the issues raised are of wear and tear nature and issue raised with regard to door and bathroom fittings are due to manhandling and rough usage by the Complainant. The Respondent is in no way responsible for the same.

17. Regarding the averment in para No.6 of the Complaint, the Respondent has submitted that it has affixed 15 AMP socket in all required places and had never assured to put 15 AMP in all places. Only for heater and in kitchen 15 AMP socket will be fixed and AC socket is provided in bedrooms. In all other places only 5 AMP socket is provided.

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

19. This Authority notes that as per the construction agreement for this real estate project, this project is registered with this Authority vide Registration No.TN/01/Building/0229/2020 dated 23.07.2020 with revised Registration No.TN/01/Building/0210/2022 dated 10.06.2022.

20. There is no mention about the kitchen chimney in the Construction Agreement.

21. However, the grievance of the Complainant is that the Respondent Promoter extended the kitchen chimney pipe without the consent of the Complainant Allottee after he occupied his flat.

22. The Respondent Promoter has contended that the issue would be resolved if the Complainant had purchased a chimney with higher capacity, instead the Complainant had altered the exhaust pipe connection and has created a nuisance to other neighbours.

23. The Respondent has also enclosed the photographs of exhaust in other flats and the position of the exhaust in A5J flat in the typed set of papers attached with the written submission of arguments filed by the Respondent Promoter.

24. There is also an e-mail from the Respondent Promoter to the Complainant Allottee regarding the site meeting dated 26.03.2023 with a decision for chimney outlet (furnished along with the written submission of arguments by the Respondent Promoter). It further states that as agreed by A5J owner and all other parties, the present chimney outlet pipe will be extended with suitable bend at horizontal level and extended upto 10 feet and left towards road side. This shall not be disturbed/altered in future without consent of the flat association for any reason.

25. Therefore, in view of the decision taken at Joint meeting with Perumbakkam Panchayat President, local police station SI and the A Block flat owners on 26.03.2023 and in view of the technical nature of

the issue, this Authority refrains from giving any direction in respect of this relief prayed for.

26. Regarding the prayer to extend the building maintenance for additional months, the Respondent Promoter has stated that the maintenance amount has been received as per the agreed terms and the Respondent is providing all maintenance as per the agreed terms. Also the maintenance amount has been received only after receiving the completion certificate and the Respondent started handing over of the flats to the owners.

27. Therefore this Authority rejects the above relief prayed for in the Complaint.

28. Regarding leakage of water from terrace to the complainant's bathroom through window, this Authority directs the Complainant Allottee as well the Respondent Promoter to act as per Section 14(3) of the Act.

29. Regarding the relief Nos.4, 5 and 6, this Authority accepts the submissions made by the Respondent Promoter and accordingly the reliefs prayed for are rejected.

30. Regarding the prayer for fixing of UPVC to prevent flooding of bedrooms during rainy season, this Authority notes that the specification of window in the Construction Agreement mentions UPVC/Aluminium Windows.

31. Therefore this Authority directs the Respondent Promoter to ensure compliance of the specification as per the Construction Agreement before 31.12.2023, if not done already.

32. Regarding parking space for two wheeler, the Respondent has submitted that the Complainant Allottee has agreed to the allotted parking in Block B and is now disputing the same. The Complainant has been allotted a bike parking as complimentary benefit and no charges have been received for the same. Common covered bike parking is available for residents.

33. The Construction Agreement refers to allotment of a covered car parking only. Therefore this Authority refrains from giving any direction. This Authority, accepting the submission of the Respondent Promoter rejects the relief prayed for two wheeler parking.

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

Sd/-...30.10.2023
MEMBER (M), TNRERA

Sd/-...30.10.2023
MEMBER (J), TNRERA

Sd/-...30.10.2023
CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

N. Anand
30/10/23
LAW OFFICER, TNRERA

M
30-10-23