



**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.41/2023

15th day of December, 2023

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

1) Thiru Syed Kaleemulla]
2) Tmt. Arifa Khan] Complainants

Versus

1) M/s. Lokaa Developer Private Limited]
Rep. by its Authorised Signatory]
Thiru Santhosh Sharma] Respondents
2) Thiru L.K. Sudhish]
3) Tmt. S. Poornajothi]

The above Complaint came up for final hearing before this Authority in the presence of the M/s. A. Prabhakara Reddy - Counsel for Complainants and of M/s. S.S. Rajesh - Counsel for 1st Respondent and of M/s. Janarthanan - Counsel for Respondents-2 & 3. This Authority passes the following order:

FINAL ORDER

The Complainants have submitted in their Complaint that based on the offer made by the Respondents they have purchased the apartment No.1701 in the M-ONE project developed by 1st Respondent in Nagalakshmi Nagar, Ponniammanmedu, Madhavaram Chennai comprised in S.No.1353/2A and 1353/2B bearing Flat No.1701 at 17th Floor, having carpet area of 913 sq.ft. with 358.65 sq.ft of undivided land in the property described in the Schedule 'A' over which the project is being developed for a total sale consideration of Rs.79,00,000/- which includes cost of land and construction as per the specification mentioned in the construction Agreement.

2. The Complainants have further submitted that in accordance with the said offer the Complainants have purchased the said Apartment by availing home loan and a Sale agreement dated 14.08.2019 for transfer of undivided land in the property over which the project is promoted was executed. The construction agreement dated 14.08.2019 stipulating the terms and conditions of the construction of the apartment with the specification of construction was also executed.

3. The Complainants have also stated that the Respondent Promoter represented to the Complainants that the construction being at an advanced stage, the apartment would be completed and handed over to the Complainants and put them in possession within six months from the date of the Agreement dated 14.08.2019. Based on the representations made by Respondent Promoter, the Complainants till date have made a

total payment of Rs.70,00,000 and only Rs.9,00,000 is due. This includes the corpus fund, GST and other miscellaneous payments payable with final payment at the time of handing over the apartment.

4. The Complainants have also submitted that on the basis of the offer and acceptance for purchasing the apartment, the Respondents allotted flat No.1701 in the 17th floor in the said M-ONE project to the Complainant. The Respondents for the reason best known have entered into unregistered agreement for sale of undivided share of land and unregistered agreement for construction both dated 14.08.2019. The Complainants have further submitted that the Respondents have committed a serious of breach of the agreement entered with the Complainants and also the statute the Real Estate (Regulation and Development) Act, 2016. It is also stated that the Respondents have no explanation whatsoever for not transferring the undivided share and entering into the registered construction agreement with respect to the apartment sold by the Respondent to the Complainants after having received 90% of the sale price.

5. The Complainants have further stated that in terms of the said construction agreement the Respondents ought to have completed the construction in all aspects and handed over the apartment to the Complainants on or before 13.02.2020, whereas, the Complainants have submitted that there was total cessation of construction activities and no progress is made since August, 2019.

6. The Complainants have further submitted that they were shocked to know in January, 2023 that the Respondents in fact as on 05.04.2019 itself have allotted the flat No.1701, now purchased by the complainants and for which the Respondents received 90% of the sale price from the Complainants, to M/s. Apex Dealcomm Private Limited. On verification the Complainants came to know that the Respondent have not yet executed any registered documents for transfer of the said apartment 1701 to anyone including M/s. Apex Dealcomm Private Limited.

7. The Complainants have prayed for the following reliefs in their Complaints

- i) Direct the Respondents to execute and register Sale Deed transferring 358.65 sq.ft. (33.31 sq.Mtrs) of Undivided Share in the land, in the property being all that piece and parcel of land situated at 200 Feet Road (200 Feet Inner Ring Road), (Jawaharlal 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 measuring total extent of 91476 sq.ft. (8498.40 sq.mtrs) or thereabouts and bounded on the

North		T.S.No.5
East		T.S.No.11
West		T.S.No.89 – 200
South		T.S.No.8 and 9

and situated within the Registration District of Chennai North and Sub-Registration District of Madhavaram more particularly described in Schedule 'B'

- ii) Direct the Respondents to execute and register Construction Agreement as per the Construction Agreement dated 14.08.2019 filed as Enclosure 5
- iii) Direct the Respondents to complete and hand over the possession of the Apartment 1701 M-ONE project together with one covered parking and one reserved two-wheeler parking to the Complainants and more particularly described in Schedule 'C' hereunder within one month.
- iv) Direct the Respondents to pay compensation of Rs.15,00,000/- towards mental agony suffered by the Complainants.
- v) Direct the Respondent to pay interest on the amount paid @ 18% p.a. from 14.08.2019 till date of handing over of possession.
- vi) Direct the Respondent to pay cost(s) of this complaint to the Complainants.

8. In the Counter Affidavit filed by the 2nd and 3rd Respondents, it is submitted by the Respondents that the relationship between the 1st Respondent and 2nd and 3rd Respondents is purely that of a relationship between a promoter and a land-owner only.

9. In the Memo filed by the 1st Respondent Promoter on 03.10.2023, it is submitted that in this subject case, the parties have arrived at a settlement in respect of the swapping of flat Unit No.1701 (1574 sq.ft – 2.5 BHK) to Unit No.1205 (1789 sq.ft – 3 BHK 2 T) in the M-One project at Madhavaram and the parties have entered into Agreement for Sale and Construction Agreement and enclosed copies of these agreements.

10. The 1st Respondent has further submitted that it has committed to complete the registration of the Sale Deed and Construction Agreement in respect of unit No.1205 in favour of the Complainants on or before 30.11.2023.

11. The 1st Respondent has also prayed that this Authority may be pleased to record the above Memo and grant extension of time till 30.11.2023 for registration of the Sale Deed and Construction Agreement as per the agreed terms and pass such other orders as this Authority may deem fit and proper to the facts and circumstances of the case and thus render justice.

12. This Authority has examined the Complaint, the Counter Affidavit filed by the 2nd & 3rd Landowner Respondents and the Memo filed by the 1st Respondent Promoter dated 03.10.2023 and the written submission of arguments carefully.

13. As per the Memo dated 03.10.2023, the Complainant Allottees and the 1st Respondent Promoter have arrived at a settlement by swapping of flat Unit No.1701 to unit No.1205 in the same real estate project. The

Respondent Promoter has also enclosed copies of the Construction Agreement for the apartment No.1205 as well as the Agreement for sale signed by both the Complainant Allottees as well as the 1st Respondent Promoter.

14. The 1st Respondent Promoter has also committed to register these Agreements before 30.11.2023.

15. Recording this Memo, this Authority directs the Respondent Promoter to file a compliance Affidavit before 31.12.2023 for having registered all these Agreements with the copies of the registered Agreements on or before 30.11.2023.

16. With the above directions, 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

N. 
15/12/2023
LAW OFFICER, TNRERA


15-12-23