



**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.43/2023

15th day of December, 2023

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

1) Thiru L.K. Sudhish
2) Tmt. S. Poornajothi (a) Sudhish Poornajothi] Complainants
Versus
M/s. Lokaa Developers Pvt. Ltd. ... Respondent

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

FINAL ORDER

The Complainants have submitted in the Complaint that they have been and are in continuous, uninterrupted, peaceful and absolute possession and sole enjoyment of the property as its absolute owners and have approached the Developer and the Developer, after taking into the

aforesaid representations and after detailed discussions with the Land Owners have agreed to develop the property.

2. The Complainants have further submitted that they entered into a Joint Development Agreement with the promoter where the complainants had to provide a general power of attorney to the promoter whereas the promoter would construct multi-storied Residential complex in flat system. The Joint Development Agreement was entered into between the Complainants and the Respondent on 18.12.2014 in which they have agreed to the sharing terms with the promoter that the sharing of undivided share for owners is 29603.92 sq.ft. and for the promoter is 61872 sq.ft. out of the 2.10 acres and the super built up area along with premium FSI for owners is 129450 sq.ft. and for the promoter is 270550 sq.ft. out of total super built up area of 400000 sq.ft. which may vary depending on the CMDA approval including the premium FSI area.

3. The Complainants have also stated that according to Clause 10 of the Joint Development Agreement between the complainants and the promoters, the promoter shall be entitled to enter into agreements of sale only for the lands under the Developer's share i.e.61872 sq.ft. It has also been clearly stated that the developer shall be exclusively entitled to receive its share of UDs and Super Built up area to its name and account all prices and moneys that are paid and payable under such Agreements.

4. The Complainants have further stated that one General Power of Attorney was executed in favour of the Promoter for their undivided share of land 61872 sq.ft on 18.12.2014 and the same was registered as document No.7360 of 2014 on the file of the SRO, Madhavaram.

5. The Complainants have further submitted that the duration for the completion of the project within 36 months, with a grace period of 6 months from the date of the receipt of the approved Building Plan from the Competent Authority, subject to the force majeure.

6. The Complainants have also submitted that they entered into one Supplementary Agreement on 18.12.2014 with the Respondent and have decided the Units share in the total project and it was divided with the door Nos. According to the Supplementary Agreement the total No. of Units are 234 Nos. out of which the Landowner was allotted 78 units with the Door Nos. and 118 Car Parks and simultaneously the Developer allotted 156 Units with the remaining Car Parks.

7. The Complainants have also submitted that they have retained all the allotted units to them and the 1st Complainant gave one General Power of Attorney in favour of the 2nd complainant for his 50% of the UDS share 14801.96 sq.ft. out of 29603.92 sq.ft. on 13.03.2020 and the same was registered as document No.1827/2020 on the file of the SRO, Madhavaram.

8. The Complainants have submitted that till date, the Respondent has not completed the project and has not handed over even one flat to the purchasers and now it is in the stage of 70% completion.

9. The Complainants have further stated that the Complainants have given one Presentation Special Power of Attorney on 28.12.2020 to the Respondent for the execution of sale deeds and construction agreements for the complainant's share of allotment. The 2nd complainant has to execute the sale deed and attest her signature in the sale deeds and the special power holder has to present the sale deeds before the registering

authority and got registered. Instead the Respondent forged the 2nd Complainant's signature and he himself put the 2nd Complainant's signature in the sale deeds and sold the complainants' allotted Flat units to the third party purchasers and collected the entire sale consideration in his bank account and he has cheated the Landowners as well as the purchasers.

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

- a) To direct the Respondent to complete construction in all aspects and hand over the 78 Units of Flats to the Complainants without demanding any additional cost of construction.
- b) To direct Allottees to not to disturb the Complainants with regard to the project "M-One" causing mental agony to the Complainants.
- c) To direct the Respondent jointly and severally to pay the cost of Complainant in filing the present complaint.
- d) To pass such other order or orders as this Hon'ble Authority deems fit and proper under the circumstances and thus render justice.

11. This Authority has examined the Complaint, written submission of arguments filed by the Complainants carefully.

12. The Respondent Promoter has not filed the Counter Affidavit so far in spite of being given several opportunities to do so.

13. The Complainants are the landowner Allottees of this real estate project who have been allotted 78 dwelling units as per the Supplementary Agreement dated 18.12.2014.

14. The Joint Development Agreement executed between the Landowner Complainants and the Respondent Promoter clearly indicates the undivided share of the land retained by the landowners, the undivided shares of land conveyed to the Respondent Promoter by way of General Power of Attorney and the share of super built up areas between them.

15. The Authority notes that the submissions of the Complainant Allottees that the Respondent Promoter has not completed the project and the status of the project is only at the stage of 70% completion.

16. Therefore, this Authority directs the Respondent Promoter to complete this real estate project in all respects as per the Joint Development Agreement before 31.03.2024 and handover the 78 dwelling units to the Complainant land owners as per the Supplementary Agreement dated 18.12.2014 strictly as per the terms of the Joint Development Agreement dated 18.12.2014 before 30.04.2024.

17. The Landowner Complainants are at liberty to move the Hon'ble Single Member Bench of this Authority for claiming interest on delayed construction.

18. With the above findings and 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


LAW OFFICER, TNRERA


15.12.23