



**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.44/2023**

**15<sup>th</sup> day of December, 2023**

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

Thiru R. Navaneetha Krishnan ... Complainant

Versus

M/s. Selene Estates Limited ]  
Rep. by its Director ] Respondent  
Thiru Vaithialingam Mahalingam ]

The above complaint came up for final hearing before this Authority and the Complainant was represented by M/s.C.Balaji - Counsel for Complainant and of M/s. A.R. Vishwaram – Counsel for Respondent. This Authority passes the following order.

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**FINAL ORDER**

The Complainant has submitted in the Complaint that he has purchased an Apartment in the project "Indiabulls Greens – Chennai" promoted by the Respondent Promoter herein and later name changed as "Greens" under the developer Ozone Group with project brand name "Ozone Greens", and the Complainant was allotted the apartment bearing

flat No.E4303 in Tower E4 on the 3<sup>rd</sup> floor of "Greens" located at Jalladaianpettai Village, Sholinganallur Taluk, Chennai – 600 100 and subsequently entered into sale agreement, construction agreement both dated 17.11.2012.

2. It is further submitted by the Complainant that the Sale Agreement entered with the Respondent dated 17.11.2012 for the purchase of an undivided share of 350 sq.ft. of land as mentioned in Schedule B of the Sale Agreement. In the Construction Agreement entered with the Respondent dated 17.11.2012, the Respondent has agreed to construct and allot apartment No.E-4303 having super built up area of 1750 sq.ft. 3 BHK apartment on the 3<sup>rd</sup> floor in Tower E4 along with one reserved covered car parking space and proportionate share in the common area as described and mentioned in Schedule C of the Construction Agreement. The total construction cost was fixed at Rs.48,66,823/- after adjustments towards amount already paid by the Complainant.

3. The Complainant has also stated that the Respondent has executed a sale deed in favour of the Complainant dated 11.03.2021 transferring the undivided share of 350 sq.ft. out of the land mentioned in schedule C land registered as document No.3441 of 2021 of Book I on the file of SRO, Chennai South Joint I.

4. The Complainant has further submitted that the amount paid by him towards the total sale price is a sum of Rs.56,62,417/- and also stated that all payments were made in accordance with the terms of payment plan, sale agreement and construction agreement. The total amount already paid by the Complainant as on 04.03.2017 is over and above 90% of the total sale consideration.

5. Further the Complainant has submitted that the Respondent has promised and undertook to complete the construction and handover possession of the apartment on or before November, 2015 i.e. 30 + 6 months as provided in Clause 6 of terms of the construction agreement. It is further submitted by the Complainant that there was a considerable delay on the part of the Respondent with multiple extensions sought with RERA for completion of the project. The project is still not complete and stands as it is with the no further updates on any potential dates of handover of possession. The Respondent has failed to fulfill his obligations under Section 18(3) of the RERA Act.

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

- a) To order the handover of possession of the apartment as detailed in Para 2 (V) Schedule of Property above along with all the amenities, facilities, benefits assured by the Respondent in full and good condition without any pending works as assured in the final handover.
- b) To order/direct the Respondent to pay the legal costs/expenses of Rs.50,000/- to the Complainant and
- c) To order as and such further reliefs the Authority seems fit and proper

7. In the Counter Affidavit, the Respondent Promoter has submitted that the construction work of the project is almost 90% finished and only the internal work are pending in the unit at issue. Hence, the Respondent has submitted that the apartment will be ready to be delivered to the Complainant after finishing the leftover works. Therefore, the Respondent seeks six months time to deliver the property in livable condition.



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

9. The Authority notes that the construction of this apartment E-4303 has been badly delayed since the construction of this apartment should have been completed by November, 2015.

10. The Respondent Promoter has stated that the project is 90% completed and only the internal works are pending in the unit of the Complainant and has sought six months time to deliver the apartment in habitable condition.

11. Accordingly, this Authority directs the Respondent Promoter to complete the apartment E-4303 in all respects as per the construction agreement including all common amenities and handover the dwelling unit to the Complainant Allottee on receipt of balance sale consideration, if any, strictly as per the construction agreement before 31.03.2024.

12. The Complainant Allottee is at liberty to move the Hon'ble Single Member Bench of this Authority for interest on delayed construction, if any.

13. With the above findings and direction, 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