



**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.57/2023**

**29<sup>th</sup> day of January, 2024**

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

Tmt. K. Maheswari

.....Complainant

Versus

M/s. Alliance Villas Private Limited  
Rep. by its Authorised Signatory

.....Respondent

The above Complaint came up for final hearing before this Authority in the presence of M/s. K.Muthuramalingam - Counsel for Complainant and of M/s. A.Joseph Dorairaj - Counsel for Respondent. This Authority passes the following order.

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**FINAL ORDER**

The Complainant has submitted in the Complaint that she had booked an apartment in the project "Alliance Jasmine Springs" promoted by the Respondent Promoter herein at Thaiyur Village, Thiruporur Taluk, Kancheepuram District.

2. The Complainant has further stated that on 18.08.2018 an Agreement to sell undivided share of land of 113.7 sq.ft. in the scheduled property at Thairur Village was executed between the Complainant and the Respondent. As per the Sale Agreement, the Respondent has agreed to convey 113.7 sq.ft. of undivided share of land to the Complainant and it was mutually agreed to a sum of Rs.1,13,700/- as land cost.

3. The Complainant has further stated that on the same day another Agreement for Construction was executed by the Respondent for allotment of an apartment No.833 having carpet area of 291 sq.ft. in the 8<sup>th</sup> floor at the new residential apartment complex namely "Alliance Jasmine Springs".

4. The Complainant has submitted that totally a sum of Rs.1,77,870/- has been paid by her to the Respondent Promoter on various dates. Also the Complainant has submitted that she has arranged a home loan for payment of further amount and in this regard her banker was also in regular contact with this Respondent. But due to the litigation raised in the project site, the Respondent had kept the project in abeyance and deliberately delayed the construction activities and this delay caused was solely on the Respondent side.

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

- i. To direct the Respondent to handover the completed flat No.833 having carpet area of 291 sq.ft. in the 8<sup>th</sup> floor at the new residential apartment complex "Alliance Jasmine Springs" situated in Thairur village, Thiruporur Taluk, Kancheepuram District on payment of balance amount.

- ii. As such further orders as this Authority deem fit and proper in the circumstances of the case and thus render justice.

6. In the Counter Affidavit filed by the Respondent Promoter, it has been submitted that the Complainant had visited the site and satisfied with the project and booked the above said apartment. The Respondent has further submitted that at the time of signing both the Agreements, a consolidated amount of Rs.6,72,351/- should have been paid by the Complainant on 18.08.2018. However, only a sum of Rs.93,930/- was paid by the Complainant and in total the Complainant has paid Rs.1,77,870/- and the remaining amount is still pending from the initial payment stage itself.

7. The Respondent has further submitted that on 13.11.2018 it has issued a demand letter and on many occasions called upon the Complainant to make necessary payments towards the milestones intimating as to the overdue pending payments. However, despite all the demands by the Respondent, the Complainant has still not made any payments.

8. The Respondent has also submitted that the Complainant has grossly breached both the Construction and Sale Agreements and had not made the payments, thus the Complainant has contravened Section 19(6) of the Act.

9. The Respondent has further submitted that the Respondent is entitled to deduct the booking amount towards the cancellation charges as stated in clause 5(a)(1) of the Construction Agreement which has been

agreed and signed by the Complainant. Further the Respondent stated that after deducting the booking amount, there is no amount to be refunded and the Respondent has also sold the apartment to another purchaser who is interested to buy the same and will be handed over in few days.

10. Regarding the allegation by the Complainant that the Respondent had kept the project in abeyance due to the litigation raised in the project, the Respondent has submitted that the project is completed as per the schedule and also there is no litigation as stated by the Complainant.

11. In the Rejoinder filed by the Complainant, the Complainant has denied that the Respondent has never sent such demand letter on 13.11.2018 to the Complainant either through e-mail or through post.

12. In the Additional Counter in reply to the Rejoinder filed by the Complainant, the Respondent has submitted that the demand letter dated 13.11.2018 has been sent to the Complainant through e-mail and the same is filed before this Authority in the Additional typed set documents. The Responder Promoter has further submitted that the Complaint Nos.275 to 277 of 2021 which were filed before this Authority against this Respondent have been dismissed by this Authority vide its order dated 22.08.2022 and confirmed the title of the Respondent and the order copy is filed in the additional typed set documents filed with this Authority.

13. This Authority has examined the Complaint, the counter Affidavit filed by the Respondent Promoter, the Rejoinder filed by the Complainant, the Additional Counter Affidavit filed by the Respondent Promoter on the Rejoinder filed by the Complainant, arguments and written submission of arguments carefully.



14. The Respondent Promoter has submitted that the Complainant Allottee is in default of payment which is evidenced from the payment request letter issued by the Respondent Promoter on 13.11.2018 (page No.1 of the typed set papers filed by the Respondent Promoter on 19.07.2023.

15. The Respondent Promoter has also submitted that there is no litigation as stated by the Complainant and the project has been completed as per schedule. The Respondent Promoter has further submitted that the Complaint Nos.275 to 277 of 2021 which have been filed before this Authority against this Respondent Promoter have been dismissed vide its order dated 22.08.2022 and further confirmed by the Hon'ble Tamil Nadu Real Estate Appellate Tribunal.

16. As the Complainant Allottee is in default of payment as per the schedule of payment in Schedule-D of the construction Agreement dated 18.08.2018, this Authority holds that the Complainant Allottee has contravened the Section 19(6) of the Act.

17. Therefore, this Complaint is dismissed as devoid of merits.

Sd/-...29.01.2024

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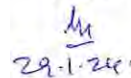
MEMBER (M), TNRERA

MEMBER (J), TNRERA

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

  
LAW OFFICER, TNRERA

  
29.1.2024