



**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.79/2023

15th day of December, 2023

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

1) Thiru K.V. Logesh Kumar]
2) Tmt. E. Srividhya] Complainants

Versus

M/s. Selene Estate Limited]
Represented by its Authorised Signatory] Respondent
Thiru G. Natarajan]

The above Complaint came up for final hearing before this Authority in the presence of M/s. Chennai Law Associates - Counsel for Complainants and of M/s. A.R.Vishwaram – Counsel for Respondent. This Authority passes the following order:

FINAL ORDER

The Complainants have submitted in the complaint that they have booked a flat bearing No.E51601 having a carpet area of 1059 sqft, 3 BHK on the 16th floor (as per plan 15th floor) in Tower E5 at Jalladianpettai

village, Sholinganallur Taluk, Chennai-600 100 developed by the Respondent Promoter herein.

2. It is further submitted by the Complainants that the Respondent Promoter and the Complainants entered into Sale Agreement and Construction Agreement on 18.01.2022 for a total sale consideration of Rs.72,99,297/-

3. The Complainants have further submitted that the Respondent assured the complainants that the flat would be handed over by 31.03.2022 which is also stated in the Construction Agreement dated 18.01.2022.

4. The Complainants have also submitted that they have paid a total sum of Rs.67,09,999/- till date of this complaint i.e. 91.92% of the total sale consideration and despite paying such huge money the Respondent has not handed over the flat to the Complainants.

5. The Complainants have prayed for the following relief in the complaint.

- a) Direct the Respondent to hand over the fully constructed flat bearing No.E5-1601 in habitable condition with promised facilities and amenities as mentioned in Construction Agreement dated 31.03.2022
- b) Direct the Respondent to pay a sum of Rs.5,00,000/- towards mental agony and severe hardship caused by the Respondent.

6. In the Counter Affidavit filed by the Respondent Promoter, it is submitted that it is true that the Complainants and Respondent had entered into Construction and Sale Agreements on 18.01.2022 with respect to residential unit No.E5-1601. Further the Respondent has stated that the construction work of the project is almost 90% finished and only the internal works are pending in the unit at issue. Therefore, this apartment will be ready to be delivered to the complainants after finishing the left over works and prayed this Authority for six months time to deliver the property in a habitable condition.

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

8. The Complainant Allottees have paid more than 91% of total sale consideration. In spite of it the Respondent Promoter has not completed the apartment before 31.03.2022 as promised in the construction agreement. Even with the grace period of 6 months the apartment should have been completed before 30.09.2022.

9. The fact remains that the apartment is not fully completed and the Respondent Promoter has stated that 90% of the work has been completed and has sought 6 months time to complete the apartment and handover the same to the Complainant Allottees in a habitable condition.

10. Therefore, it is clear that the completion of this real estate project is badly delayed. Accordingly this Authority directs the Respondent Promoter to complete this apartment in all respects as per the construction agreement before 29.02.2024 and handover the same to the

Complainant Allottees before 31.03.2024 on receipt of balance sale consideration.

11. It is seen that the Respondent Promoter has executed the Agreement for Sale and Construction Agreement on 18.01.2022 without registering the same. However, the Respondent Promoter has collected more than 91% of the sale consideration which is in contravention of Section 13(1) of the Act.

12. Therefore, under Section 61 of the Act, this Authority imposes a penalty of Rs.3 lakhs (Rupees Three Lakhs only) on the Respondent Promoter which shall be paid before 29.02.2024.

13. The Complainant Allottees are at liberty to move the Hon'ble Single Member Bench of this Authority for interest on delayed construction.

14. 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

N. Anand
15/12/2023
LAW OFFICER, TNRERA

15-12-23