

**BEFORE THE
TAMIL NADU REAL ESTATE REGULATORY AUTHORITY,
CHENNAI**

Present : Mr. Sunil Kumar, I.P.S (Retd), M.A, LLB, Hon'ble Member 1

C. No. 38 of 2024

N. Karpagam

..... Complainant

Vs.

M/s. Sai Housing & Properties

..... Respondent

Complainant : Party – In - Person

Respondent : Ex-Parte

Heard on : 26.06.2024

Delivered on : 27.08.2024

ORDER

This complaint came up for final hearing before the Hon'ble Member 1 in the presence of the complainant, this Authority passes the following order:-

2. Averments of the complainant, in brief, as follows:

(a) The complainant presented herself in person to make prayer in this complaint. The complainant avers that in her pursuit to buy a house plot, the complainant entered into a sale agreement with the respondent for the project situated at Sree Jayalakshmi Nagar Phase II, Minjur. The complainant avers that she has paid a total sum of Rs.5,56,308/- on 7 occasion as shown in the table below:-

S.NOS.	RECEIPT NO.	DATE OF PAYMENT	PAYMENT IN RS.
1	473	06.12.2021	10,000/-
2	527	07.12.2021	40,000/-
3	529	12.12.2021	1,50,000/-
4	530	19.12.2021	70,000/-
5	421	31.12.2021	33,308/-
6	426	01.01.2022	30,000/-
7	274	28.08.2022	2,23,000/-
TOTAL			5,56,308/-

The complainant avers that despite having received the said amount, the respondent was denying to register the said plot as agreed. The complainant avers that having failed to get her plot, she sought refund of the money paid by her. The respondent initially agreed to refund the money in three installments and even gave three cheques, as per details as shown below:-

*1. AXIS bank Branch, Saligramam
Amount Rs.3,50,000/- dated 17.04.2023
Cheque No. 158870*

*2. AXIS Bank Branch, Saligramam
Amount Rs.3,00,000/- dated 07.05.2023
Cheque No. 158871*

*3. HDFC Bank Branch, Mylapore
Amount No. 1,00,000/- dated 24.07.2023
Cheque No. 000057*

The complainant avers that she has deposited two cheques out of the three for an amount of Rs.3,50,000/- and Rs,1,00,000/. However, both the cheques were returned with remarks that there was "**No Balance**". The complainant did not deposit the third cheque on a request from the respondent. Aggrieved, the complainant prays for seeking direction to the respondent to execute the sale agreement dated 29.04.2022 and to register the sale deed accordingly. The complainant also prays to register the layout with the TNRERA.

ORDER

The complainant has entered into the sale agreement dated 29.04.2022 which was not registered (Page No. 7 of the complainant's typed set). The project plan submitted by the complainant (Page No. 6 of the complainant's typed set) defines the extent of the project to be 15823 Sq.m and the same was approved by the competent authority bearing Regularization No. 835/2019 dated 26.03.2019.

This being so, the extent of the project is more than 500 sq.m and would thus qualify for registration under Section 3 of the RERA Act. Since, the project has not been registered and prayer for the same has been made by the complainant, the respondent is directed to register the project forthwith and a penalty for violation of Section 3 shall be imposed on the respondent under Section 59 of the RERA Act.

The referred unregistered sale agreement between the parties shows allotment of plot Bearing No. 57 with an extent of 917 sq.ft lying in the respondent's project has been allotted to the complainant for a sale consideration of Rs.8,06,960/-. The complainant has paid a sum of

Rs.5,56,308/- and the receipt for the same have been issued by the respondent (Page Nos. 43 to 49 of the complainant's typed set). The respondent has collected more than 10% of the consideration without registering the agreements. This would violate Section 13 of the RERA Act for which a penalty shall be imposed on the respondent under Section 61 of the RERA Act.

Since, the respondent was unable to deliver the promised plot to the complainant, on repeated request, the respondent issued 3 cheques in the name of the complainant (Page 50 of the complainant's typed set). The complainant deposited 2 cheques each for amount of Rs.3,50,000/- and Rs.1,00,000/- which were both returned by the bank for which the reason cited was "**Funds insufficient**" (Page Nos. 51 and 52 of the complainant's typed set). Thus, the allotment of the said plot to the complainant is clearly made out as well as the payment of the total sum of Rs.5,56,308/- made are also shown to have done and so received by the respondent.

The respondent's act of issuing three cheques to the complainant would amount to admitting the inability to keep up with the promise made by him to the complainant. In view of the above, the following directions are issued:-

(i) The respondent is directed to register the said project with the TNRERA and for failure to have done so, a penalty of Rs.5,00,000/- shall be imposed on the respondent under Section 59 of the RERA Act within 90 days from the date of issue of this order.

(ii) The respondent is further directed to register the complainant's plot No. 57 and on payment of balance amount as per the unsigned agreement which also needs to be appropriately registered.

(iii) A penalty of Rs.50,000/- is imposed on the respondent for violation of Section 13 of the RERA Act under Section 61 of the RERA Act.

With these directions, the above complaint is disposed off.

Sd/- 27.08.2024
SUNIL KUMAR, I.P.S (Retd)
MEMBER 1
TNRERA, CHENNAI

/TRUE COPY/FORWARDED/BY ORDER

N. [Signature]
27/8/2024
LAW OFFICER, TNRERA

Copy to:
Additional Director-I, TNRERA