



**BEFORE THE  
TAMIL NADU REAL ESTATE REGULATORY AUTHORITY  
CHENNAI  
COMPLAINT NO.144/2017**

Veeti Kat Somasekar ... Complainant

Versus

IVR Hotels and Resorts Ltd. ]  
Palladium Infrastructures & Projects Ltd. ] ... Respondents

Thiru Veetikat Somasekar, the complainant himself appeared before the Authority. Theodore Solomon, the Director of the Respondent's Company and S. Sahul Hameed, Counsel appeared before the Authority. Thiru S. Srinivasan, from Block Development Office, Sriperumbudur was also present.

Coram : Thiru S. Krishnan, I.A.S.,  
Principal Secretary to Government  
Housing & Urban Development Dept. and  
Real Estate Regulatory Authority

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11<sup>th</sup> October 2018

**Final Order**

Thiru Veeti Kat Somasekar has filed a complaint against M/s. IVR Hotels and Resorts Ltd., Tamil Nadu and M/s. Palladium Infrastructure & Projects Ltd., Hyderabad.

The complainant has stated that he has purchased a plot No.259 in the project "SAMTEN B" from M/s. IVR Hotels and Resorts Ltd. to an extent of 1980 sq.ft. He has executed a sale agreement on 05.11.2012 with the Promoter. The complainant has made a construction agreement on 05.11.2012 with M/s. Palladium Infrastructure & Projects Ltd. for constructing a residential house in the said plot. Subsequently, the Respondent has executed a sale deed in favour of the complainant on 15.05.2013. After that the complainant has signed a Deed of Declaration cum Indemnity on 06.04.2013 by entering into an agreement with M/s. IVR Hotels and Resorts Ltd. in which the complainant undertook not to enter into any type of agreement with third parties in respect of constructions in the schedule mentioned properties and prefer to construct

houses by engaging the service of M/s. IVR Hotels and Resorts Ltd. only or any other party/parties referred/recommended by M/s. IVR Hotels and Resorts Ltd (Clause-4).

The complainant has stated that he has been forced to sign an agreement that he will engage either M/s. IVR Hotels and Resorts Ltd. or any party/ parties referred/ recommended by M/s. IVR Hotels and Resorts Ltd. Moreover, even prior to the Deed of Indemnity, the complainant has signed one more construction agreement with M/s. Palladium Infrastructure & Projects Ltd. and the construction took place under that agreement. It was stated by the complainant that the quality of construction is very poor and there is a hole in the ground floor roof slab and in the first floor roof slab. The complainant has further stated that the functional Golf Course, Club House and top class infrastructure has not been provided within the site. The complainant prayed that his house should be furnished completely after rectifying the defects in a proper manner with head room of the stairwell entering the roof. Also the Respondent has to complete the black top roads, STP, WTP, electrification and other infrastructure facilities. The Respondent has to clearly identify the boundaries of the site and confirm the same by marking them out in some permanent manner.

The Respondent has taken a stand that he has purchased the land during the year 2010 and prepared a layout and got approval from the Directorate of Town and Country Planning vide Approval MA.VA/NA.VU.E.No.68/2010, dated 16.08.2010 and named it as ""SAMTEN B"". The Respondent has further stated that he has handed over the land for public purpose by way of gift deed on 31.08.2010 and registered as Document No.4425/2010 before the Sub-Registrar, Wallajabad. The Respondent has further stated that the plots in the above said layout have been sold to the customers by executing sale deeds. The Respondent admits that he has conveyed by an absolute title for Plot No.259 measuring 1980 sq.ft. to the complainant by way of executing a sale deed on 15.05.2013 and registered as Document No.1625/2013 before the SRO, Sunguvarchatram. The Respondent claimed that as the layout has been approved in the year 2013 itself, it will not come under the purview of Real Estate (Regulation and Development) Act, 2016.

The Respondent has further stated that the respective owners of the plots as and when required, may start constructing villas independently in their

property by executing a separate construction agreement and accordingly the Respondent has executed 14 independent construction agreements with various plot owners at different period of time. The Respondent has also stated that the building approval for the respective villas have been obtained by the respective owners of the plot specifically in their name and commencing the construction work in a plot principally depends upon the respective plot owners. The Respondent denied the allegations of the complainant that he insisted the allottees to sign a declaration of indemnity bond. He has further stated that all the perspective buyers including the complainant agreed to maintain uniformity in the said layout by adopting the Respondent's design/plan for construction of houses/villas and subsequently in order to adopt the same, all the perspective purchasers including the complainant had agreed, accepted and acknowledged by way of executing the sale agreement wherein Clause-13 specifically states that ***"the vendor has a set of designs/plans for construction of houses villas/independent houses and the purchaser agreed to adopt one amongst them for constructing their respective villas/independent houses on the allotted plot to maintain uniformity in villas/independent houses"***, accordingly without any coercion, certain plot owners voluntarily had executed a declaration cum indemnity bond so as to adopt the design / plan for construction of houses/villas in their plots and in future so as to maintain the uniformity in the layout. The Respondent submits that he has complied or complying all the obligations as per the contract/construction agreement entered between the respective parties. With reference to Golf course, it is being developed as a separate entity and the complainant shall not have any claim, right, title or interest over the said Golf course, similarly for the club house also. However, the purchaser is entitled for membership / usage of club house on payment of requisite fee.

In the above circumstances, the Respondent prayed that the project does not fall under the jurisdiction of RERA.

After hearing the arguments of both the parties, this Authority observes that the layout was approved by DTCP in the year 2010 itself and the lands for public purpose have been gifted to the Local Body concerned. The Respondent has also executed a sale deed in favour of the complainant on 15.05.2013 and accordingly the layout does not fall under the definition of "ongoing project". Therefore, it is not mandatory to register the layout with TNRERA. Complainant has signed an agreement with M/s. Palladium Infrastructure &

Projects Ltd. for constructing independent house on 05.11.2012 and subsequently a Deed of Indemnity with M/s. IVR Hotels and Resorts Ltd. with declaration. He has not furnished any evidence to establish that the Respondent has forced the complainant to sign the agreement for constructing independent house/villa. The representative from BDO, Sriperumbudur Office shown some of the planning permissions issued in this project and it is noticed that only individuals have obtained approval from the Village Panchayat for constructing independent houses/villas and not the Promoters.

The complainant has also obtained planning permission from the Local Body on his name for construction of Ground floor + first floor Residential building on 15.02.2016.

The Director of the Respondent's Company has submitted a No Objection Certificate dated 16.10.2018 stating that the Company does not have any objection on the complainant or the other land owners who had purchased the plots from the Company to construct their buildings/villas in their respective plots by the contractors identified by them. He has further stated this NOC shall be read along with the earlier replies and submissions dated 04.12.2017, 25.07.2018 and 11.11.2018 respectively and shall be treated as part and parcel of the same.

From the documents furnished by the complainant, no element of compulsion could be clearly established requiring purchasers of plots to entrust the construction of houses/villas for the allottees by the Promoter on one of his agents. Unless it can be established that the construction is also part of the project and the agreement, it would be difficult to bring the project within the ambit of Section 3 of the Act based on the facts on record.

Accordingly, the complaint is dismissed for lack of jurisdiction and the complainant may approach the proper Forum for redressal of his grievances.

Sd/-.....22.10.2018  
Principal Secretary to Govt., H&UD Dept., and  
Real Estate Regulatory Authority

/TRUE COPY/FORWARDED/BY ORDER

  
GRIEVANCE OFFICER  
